

(12) INTERNATIONAL APPLICATION PUBLISHED UNDER THE PATENT COOPERATION TREATY (PCT)

(19) World Intellectual Property Organization
International Bureau



(43) International Publication Date
19 September 2002 (19.09.2002)

PCT

(10) International Publication Number
WO 02/073356 A2

(51) International Patent Classification⁷: G06F

(21) International Application Number: PCT/US02/07328

(22) International Filing Date: 11 March 2002 (11.03.2002)

(25) Filing Language: English

(26) Publication Language: English

(30) Priority Data:
60/274,705 9 March 2001 (09.03.2001) US

(71) Applicant: OMNEXUS AMERICAS, INC. [US/US];
225 Peachtree Street, Suite 900, Atlanta, GA 30303 (US).

(72) Inventors: KING, John, Thorne; 3542 Cape York
Trace, Alpharetta, GA 30022 (US). LEVINE, William,
Allman; 520 Oakleaf Way, Alpharetta, GA 30022 (US).
CRONIN, Kevin; 20 Laurel Drive, Long Valley, NJ 07853
(US). NUSZBAUM, Joyce, M.; 1537 Brandon Square,
Lawrenceville, GA 30044 (US).

(74) Agents: PRATT, John, S. et al.; Kilpatrick Stockton LLP,
Suite 2800, 1100 Peachtree Street, Atlanta, GA 30309-
4530 (US).

(81) Designated States (*national*): AE, AG, AL, AM, AT, AU,
AZ, BA, BB, BG, BR, BY, BZ, CA, CH, CN, CO, CR, CU,
CZ, DE, DK, DM, DZ, EC, EE, ES, FI, GB, GD, GE, GH,
GM, HR, HU, ID, IL, IN, IS, JP, KE, KG, KP, KR, KZ, LC,
LK, LR, LS, LT, LU, LV, MA, MD, MG, MK, MN, MW,
MX, MZ, NO, NZ, OM, PH, PL, PT, RO, RU, SD, SE, SG,
SI, SK, SL, TJ, TM, TN, TR, TT, TZ, UA, UG, UZ, VN,
YU, ZA, ZM, ZW.

(84) Designated States (*regional*): ARIPO patent (GH, GM,
KE, LS, MW, MZ, SD, SL, SZ, TZ, UG, ZM, ZW),
Eurasian patent (AM, AZ, BY, KG, KZ, MD, RU, TJ, TM),
European patent (AT, BE, CH, CY, DE, DK, ES, FI, FR,
GB, GR, IE, IT, LU, MC, NL, PT, SE, TR), OAPI patent
(BF, BJ, CF, CG, CI, CM, GA, GN, GQ, GW, ML, MR,
NE, SN, TD, TG).

Published:

— without international search report and to be republished
upon receipt of that report

For two-letter codes and other abbreviations, refer to the "Guidance Notes on Codes and Abbreviations" appearing at the beginning of each regular issue of the PCT Gazette.

(54) Title: MARKETPLACES FOR ON-LINE CONTRACT NEGOTIATION, FORMATION AND PRICE AND AVAILABILITY QUERYING

(57) Abstract: An on-line marketplace enables negotiation and formation of a contract between a buyer and seller. Through a requisition check, buyers are able to check the price and/or availability of goods with one or more sellers. After knowing price and availability, the buyers send orders for desired goods to the sellers through the marketplace and enter into a legally binding contract upon acceptance. The terms and conditions of the contract are determined from any prior agreement, from country-specific terms on the marketplace for the supplier, from technical disclaimers for data on the goods, and from any agreed upon modifications. The marketplace permits automation and expedition in the ordering process by automatically submitting orders upon confirmation of the requisition check and by automatically accepting orders. The marketplace offers full integration with customers' ERP systems and also offers a simpler integration involving data transfer from the customer's system, such as file transfer called UltraLite.

WO 02/073356 A2

MARKETPLACES FOR ON-LINE CONTRACT NEGOTIATION,
FORMATION, AND PRICE AND AVAILABILITY QUERYING

CROSS-REFERENCE TO RELATED APPLICATIONS

- 5 This application claims priority to, and incorporates by reference, co-pending U.S. Application Serial No. 60/274,705 entitled "System and Method for online negotiation process," filed on March 9, 2001.

FIELD OF THE INVENTION

- 10 The present invention relates to systems and methods providing an on-line marketplace and, more particularly, to systems and methods that enable on-line negotiation, contract formation and/or querying into price and availability of desired goods. According to another aspect, the invention relates to on-line sourcing integrated with on-line order to cash.

BACKGROUND

- 15 On-line marketplaces have been touted as offering improved efficiencies to buyers and sellers. These on-line marketplaces include business-to-business exchanges, such as both vertical and horizontal exchanges. A number of patents have issued to such exchanges, such as U.S. Patent Nos. 5,809,144 to Sirbu et al., 6,055,579 to Kennedy et al., 6,141,153 to Conklin et
20 al., 6,061,691 to Fox, 6,035,283 to Solomon, 5,794,207 to Walker et al., and 5,924,082 to Silverman et al. These patents describe methods for purchasing and delivering goods, including price negotiation, goods delivery, and payment. These patents are hereby incorporated by reference.

- Many of the exchanges described in these patents are of limited practical use. In theory,
25 suppliers have an infinite amount of goods to provide and buyers can use these exchanges to find the lowest price. In reality, however, many additional factors must be considered in a complicated relationship between a buyer and seller of goods. The buyer needs to use goods for a particular purpose and may or not have some flexibility in the types of goods that it is willing to receive. In addition to the type of goods, the buyer may have a timeline when the goods must
30 be received. On the other hand, the supplier typically has a limited quantity of goods that it can deliver and may be considering multiple options as to who receives the goods in a given time interval. These and other real-world factors often are not sufficiently addressed within on-line

marketplaces. As a result, many of these on-line marketplaces do not provide a practical solution.

The on-line marketplaces provide some success with large trading partners. For example, a supplier may establish its own private on-line marketplace serving multiple buyers.

5 Between multiple buyers and multiple sellers, however, many on-line marketplaces have not fared well. Often, the cost to a buyer or supplier in integrating with an on-line marketplace is rather high and must be incurred before any tangible results have been realized. The on-line marketplace therefore in effect creates a barrier entry even though many on-line marketplaces seek to reduce barriers to entry and reduce overall costs. The difficulty in using an on-line
10 marketplace is especially problematic for smaller companies who are even less able to afford the integration process to the on-line marketplace.

Many on-line marketplaces also have not fared well because of existing trading relationships between buyers and suppliers. Over the years, buyers and suppliers have built up strong relationships which do not justify the interjection of a third party. Furthermore, even if
15 the parties are willing to allow a third party to manage their relationship, the parties may be unwilling to the terms imposed by that third party. In other words, the parties may have an existing agreement in place and one or both parties may be unwilling to unravel that agreement in order to redefine their relationship.

Another limitation of conventional on-line exchanges is that they are not equipped to
20 handle the sourcing of goods. In a typical sourcing relationship, the parties enter into a master agreement and the supplier agrees to deliver a given quantity of goods at certain times throughout the contract term. This type of transaction is not simply the delivery of a certain quantity of goods at one time for given price. Because a sourcing relationship is a more long-term relationship which may reflect fluctuations in demand and/or supply, conventional on-line
25 exchanges do not provide adequate support for these types of arrangements.

SUMMARY

The invention addresses the above problems by providing systems and methods for creating on-line marketplaces. According to one aspect of the invention, the marketplace
30 permits a buyer to issue a requisition check inquiring into at least one of the price and availability of goods. The marketplace receives this requisition check and forwards it to the sellers or suppliers of the goods. Each supplier then issues a response indicating the price

and/or availability of the goods. Based on this requisition check, the buyer then formulates an order which is passed through the marketplace to the suppliers. The suppliers can accept the order or issue a counterproposal. The marketplace tracks the requisition checks, responses to the requisition checks, submitted orders, and responses to orders.

5 The marketplaces, according to an aspect of the invention, create legally binding contracts between the buyers and suppliers. The marketplaces maintain terms and conditions of contracts that govern the transactions conducted between the buyers and suppliers. The marketplace maintains these terms and conditions based upon the supplier whereby different suppliers may have different terms and conditions. Furthermore, the marketplace maintains
10 terms and conditions adapted to the law of the country to which the goods will be shipped. In order to comply with certain country-specific requirements, the marketplaces allow the customers to review the terms and conditions of a sale before accepting an offer. Advantageously, the marketplaces do not completely displace any existing agreements between buyers and suppliers. Instead, the terms and conditions of the contract between a buyer and
15 supplier can be dictated by the terms of a preexisting agreement. Furthermore, the parties may mutually agree to depart from the terms of such a prior agreement or from the terms set forth on the marketplace and these modifications become part of the legally binding contract. The marketplace also maintains technical disclaimers on specific goods with these technical disclaimers concerning data sheets posted on the marketplace with detailed specifications on
20 specific goods, and these technical disclaimers form part of the contract between the parties.

As mentioned above, one problem with conventional on-line exchanges is the difficulty in integrating the exchanges with the customers' systems. According to another aspect of the invention, the marketplaces can fully integrate with the customers' Enterprise Resource Planning (ERP) system and handle messaging that occurs between the buyers' and suppliers' ERP systems. As an alternative, the marketplaces offer a simpler approach that do not require
25 full integration with the customers' ERP system. With this simpler approach, commonly referred to as UltraLite integration, the marketplace itself handles some of the messaging with the other customers' ERP system and allows for a browser interface or file transfer interface. This type of integration is less expensive and imposes less of a barrier to entry for joining the
30 marketplace. Thus, from this file transfer to the marketplace, the marketplace can handle the placement of orders to suppliers and can handle change requests. After using this approach, the customer may later choose to adopt the full integration having both outbound and inbound

messaging capability.

In the ordering process, the marketplace provides buyers with various automation options. One option that the marketplace provides to buyers is the option to Auto-Submit orders. If this option is selected, then an order will be automatically submitted by the marketplace if the supplier confirms the price and availability of requested goods. An Auto-Accept option allows an order to be processed as requested with the price and quantity of goods or with a best alternative. An order can also be accelerated by permitting those items that have been accepted by the suppliers to be placed in one order and the remaining items which are awaiting supplier approval to be placed in a second possible order. These options may be selected individually or in any combination in order to expedite the processing of orders according to the desires of the customers.

According to another aspect, the invention relates to systems and methods for providing sourcing of goods. The sourcing process according to a preferred embodiment allows buyers to issue a request for quote (RFQ) and receive responses from suppliers. Upon a match between a response and the RFQ, the marketplace forms a master agreement. Orders under this master agreement can be initiated through the demand forecasting. From a forecast, a price and availability request is sent from the buyer to the supplier and, upon a match, an order is created. The order is subject to a legally binding contract which can be changed by the parties upon mutual assent. The sourcing process according to the invention also provides for auditing versus a contract and reconciling invoices, payments, shipped goods, received goods, and the contract itself.

BRIEF DESCRIPTION OF DRAWINGS

The accompanying drawings, which are incorporated in and form a part of the specification, illustrate preferred embodiments of the present invention and, together with the description, disclose the principles of the invention. In the drawings:

Figure 1 is a diagram of a network including a marketplace system ("marketplace") according to an embodiment of the invention;

Figure 2 is a flow chart of a general method of operation for the marketplace;

Figure 3 is a more detailed diagram of the network of Figure 1;

Figure 4 is a more detailed flow chart of operation for the marketplace;

Figure 5 is an order process performed by the marketplace with an Auto-Submit option;

Figure 6 is an order process performed by the marketplace with an Auto-Submit and accelerate option;

Figure 7 is an order process performed by the marketplace with an Auto-Accept option;

Figure 8 is an order process performed by the marketplace with full automation by using
5 Auto-Submit and Auto-Accept options;

Figure 9 is an order process with full automation using a partial integration with the buyer;

Figure 10 is a process flow for a requisition check process;

Figures 11(A) and 11(B) are a flow chart of a requisition check response process;

10 Figures 12(A) and 12(B) are a flow chart for a confirm order process;

Figure 13 is a flow chart for a confirm order response process;

Figures 14(A) and 14(B) are a flow chart for an order change process initiated by the buyer;

Figures 15(A) and 15(B) are a flow chart for an order change process initiated by the
15 supplier;

Figure 16 is a flow chart for a shipment notification process;

Figure 17 is a flow chart for a customer inquiry process;

Figures 18(A) to 18(F) are examples of flow charts illustrating a repeat order process;

Figure 19(A) to 19(I) are examples of flow charts for a negotiation centric order process;

20 Figure 20 is a flow chart of a process adopting manual UltraLite integration;

Figure 21 is a flow chart of a process adopting automatic UltraLite integration;

Figure 22 is a flow chart of a process adopting UltraLite integration with direct to order;

Figure 23 is a flow chart of an UltraLite change order process;

Figure 24 is a flow chart of operation for UltraLite integration with an inbound
25 messaging option;

Figure 25(A) is a flow chart illustrating a sourcing process and order to cash process and
Figure 25(B) is a more detailed flow chart of the sourcing process;

Figure 26 is a flow chart for sourcing with forecast;

Figure 27 is a flow chart for audit/reconcile;

30 Figure 28 is a flow chart for a cash process;

Figure 29 is a main interface to the marketplace according to another embodiment of the invention;

Figures 30(A) to 30(F) are interfaces illustrating search capabilities of the marketplace;

Figures 31(A) to 31(C) are interfaces for generating a requisition check;

Figures 32(A) to 32(D) are interfaces presenting the terms and conditions for using the marketplace;

5 Figures 33(A) to 33(C) are interfaces explaining dispute resolution procedures;

Figures 34(A) to 34(I) are interfaces presenting suppliers terms and conditions based on country and technical disclaimers;

Figure 35 is an interface to an ordering application;

Figures 36(A) to 36(H) illustrate interfaces for generating a requisition check;

10 Figure 37 is an interface illustrating transmission of the requisition check;

Figure 38 is an interface providing a summary of an order;

Figures 39(A) to 39(D) illustrate interfaces showing terms and conditions governing an order;

Figure 40 is an interface requiring the buyer to enter an approval code;

15 Figures 41(A) and 41(B) provide information on open orders;

Figure 42 is an example of an interface for uploading files to the marketplace;

Figures 43(A) to 43(F) are interfaces illustrating a one-step ordering process;

Figures 44(A) and 44(B) are interfaces providing information on changed orders;

Figure 45 is an interface showing information on shipped orders;

20 Figure 46 is an interface showing an alternative approach to initiating an order;

Figure 47 is an example of another type of interface for managing orders;

Figures 48(A) to 48(F) are interfaces showing payment processes;

Figure 49 is an interface illustrating the sourcing process; and

25 Figures 50(A) and 50(B) are logical diagrams of a system for implementing the marketplace.

DETAILED DESCRIPTION

Reference will now be made in detail to preferred embodiments of the invention, non-limiting examples of which are illustrated in the accompanying drawings.

30

I. OVERVIEW

A marketplace 10 according to a preferred embodiment of the invention will now be

described with reference to Figure 1. This marketplace 10 permits buyers and sellers, such as suppliers, to enter into transactions for the purchase of goods. Through the marketplace, the buyers are able to review catalogs of goods from the suppliers, place orders for the goods, and transfer payment to the suppliers. The marketplace 10 has a number of advantages in additional
5 features which makes it unique over conventional on-line marketplaces, such as other business-to-business exchanges.

The buyers and suppliers using the marketplace 10 may comprise a variety of different types of entities. For example, the buyers may comprise resellers, distributors, franchisees, retail chains, manufacturers, etc. The marketplace 10 is geared primarily to businesses, but in
10 some aspects of the invention, the buyer could be a consumer. The supplier may comprise any seller of goods, such as but not limited to a manufacturer, distributor, reseller, franchiser, or in even some aspects a retail store.

The buyers and suppliers preferably access the marketplace 10 through a computer. Thus, for the purposes of this description, the interfaces and user devices will be for a computer.
15 The invention, however, is not limited to just user devices which comprise computers.

As will be appreciated by those skilled in the art, users are able to access networks in numerous ways other than just through a PC. For example, the user may use a mobile phone, personal data assistant (PDA), lap-top computers, digital TV, WebTV, and other TV products. The invention may be used with these types of products and can accommodate new products as
20 well as new brands, models, standards or variations of existing products.

In addition to using any type of product or device, the customers can access the marketplace 10 in any suitable manner. The network will, of course vary, with the product receiving the information but includes, but is not limited to, AMPS, PCS, GSM, NAMPS, USDC, CDPD, IS-95, GSC, Pocsag, FLEX, DCS-1900, PACS, MIRS, e-TACS, NMT, C-450,
25 ERMES, CD2, DECT, DCS-1800, JTACS, PDC, NTT, NTACS, NEC, PHS, or satellite systems. For a lap-top computers, the network may comprise a cellular digital packet data (CDPD) network, any other packet digital or analog network, circuit-switched digital or analog data networks, wireless ATM or frame relay networks, EDGE, CDMAONE, or generalized packet radio service (GPRS) network. For a TV product, the network may include the Internet,
30 coaxial cable networks, hybrid fiber coaxial cable systems, fiber distribution networks, satellite systems, terrestrial over-the-air broadcasting networks, wireless networks, or infrared networks. The same type of networks that deliver information to mobile telephones and to lap-top

computers as well as to other wireless devices, may also deliver information to the PDAs. Similarly, the same types of networks that deliver information to TV products may also deliver information to desk-top computers. It should be understood that the types of networks mentioned above with respect to the products are just examples and that other existing as well
5 as future-developed networks may be employed and are encompassed by the invention. The communications between customers and the marketplace 10 involves not only HTML but also XML, WAP, HDML, and other protocols.

A method 20 of operation for using the marketplace 10 will now be described with reference to Figure 2. At 22, the buyer issues a requisition check to one or more of the
10 suppliers. At 24, the one or more suppliers issues a response to that check which then allows the buyer at 26 to formulate an order. Finally, at 28, the supplier can confirm or accept that order. The method 20 generally involves the ability to do a price and availability check through the buyer and suppliers actions at 22 and 24. The requisition check may therefore be a check into price or may be a check as to availability. Thus, through 22 and 24, the buyer can
15 determine what goods are available and the price of those goods.

Once the buyer then knows the price of available goods, the buyer and seller can then form a contract at 26 and 28. As will be explained in more detail below, the buyer and supplier enter into a legally binding contract through their actions at 26 and 28 with all of the terms and conditions of the contract being agreed to by the parties and available for review. Also, as
20 discussed in more detail below, the terms of the binding contract can vary depending upon if the parties have a preexisting agreement in place, based on the supplier, based on the country or countries involved in an order, and even based on the goods themselves.

As described above, the marketplace 10 is suitable for many different types of buyers and suppliers. In the preferred embodiment of the invention, the marketplace 10 is especially
25 useful when one of the buyers or suppliers is fragmented. For example, in the plastics industry, the buyers are generally smaller companies and are fairly fragmented whereas the suppliers comprise a relatively small number of large companies. For the purposes of this description, the marketplace 10 will be described with reference to this scenario. Those skilled in the art will appreciate that the marketplace 10 can be adopted in other industries and by other groups
30 of buyers and suppliers.

II. SYSTEM OVERVIEW

The marketplace 10 is a global, independent e-marketplace serving the complete needs of the plastics industry. The marketplace 10 allows registered buyers to access information and place orders for multiple products from multiple registered suppliers. The marketplace 10 further facilitates an online negotiation process between the buyers and suppliers. While this document relates to a plastics industry e-marketplace, the technology and processes disclosed herein could be used in a wide variety of e-marketplaces.

A more detailed diagram of the marketplace 10 is shown in Figure 3. The marketplace 10 includes an order application unit 12 and an integration hub 14. The integration hub 14 performs messaging between the buyers and suppliers, such as between a buyers ERP system 16 and a suppliers ERP system 18. The buyers ERP system 16 stores demand requirements, contract information, and information on internal trading partners. The buyers ERP system 16 initiates orders and stores order confirmation. The suppliers ERP system 18 stores supply capability, product price and availability, contract information, and information on internal trading partners. The suppliers ERP system 18 also stores orders. The ERP systems 16 and 18 may be comprised, at least in part, by enterprise resource planning connectivity provided through Elemica of Wayne, Pennsylvania. The ERP systems 16 and 18 are not limited to this type of ERP system but may be solutions provided through other companies.

The order application unit 12 preferably has a three layer model in which a centralized data layer 12c stores data for transactions, business policy, and trading partner identification. An order process logic layer 12b provides business logic for handling messages and other communications between the buyers and suppliers, in handling orders, and in handling requisition checks. A presentation layer 12a enables exception handling, accelerates adoption, and supports browser based buying. In essence, this three layer model permits the presentation of information, including any necessary transporting, to be separated from the business logic or process logic layer 12b, which in turn is separated from the manner in which data is stored and accessed.

In the preferred embodiment, the marketplace 10 incorporates non-repudiation. For browser access, the marketplace 10 requires a "Legal" digital signature by requiring users to log into the marketplace 10 using a user ID and password. A unique buyer authentication code is used to initiate the placement of any order. The marketplace 10 adopts secure messaging, such as HTTPS and VPN technology, to ensure message security through encryption, verification of sender, and validation of requests and corresponding responses. The marketplace 10 preferably

exchanges data with its customers through XML, and more preferably, through ChemXML eStandards.

To initiate an order, a registered buyer logs on to the marketplace 10, such as through the portal or website, using an industry standard Internet browser on any means available to access the Internet, such as a personal computer, hand held device, or mobile telephone. Once on the marketplace 10, the buyer selects the ordering function. The buyer then builds an order by selecting a previously stored order, accessing the on-line product catalog to build a new order, or a combination of both. The product catalog is a database of products provided by suppliers belonging to the marketplace 10. The buyer inputs the required fields, such as supplier, product type, quantity, and delivery date, of an order template by using a "1 step process" or completing line item details of each item on the order. An order can contain multiple products from multiple suppliers. Additionally, the buyer can indicate whether the order is to be auto accepted if the response falls within an acceptable range. A buyer then submits the completed order, referred to as a "Req Check" or a Price and Availability (P&A) Check, as an XML message to the marketplace 10. Additionally, a buyer's Enterprise Resource Planning (ERP) system could perform the entire ordering process.

The marketplace 10 receives the Req Check and records the line items from the Req Check, so that the marketplace 10 can maintain the status of the buyer's order. The marketplace 10 also creates a separate Req Check message for each supplier indicated by the buyer. Depending on the supplier's preference, the marketplace 10 places the Req Check message on a manual browser so the supplier can access it or the marketplace sends the Req Check message to the supplier's ERP system via an Integration Hub. The marketplace also sends an e-mail notification of Req Check to each supplier.

The Integration Hub routes and sends messages to and from the suppliers' (or buyers') ERP systems. The supplier then manually or automatically responds to the Req Check. The supplier responds (automatically or manually) by either agreeing with all of the line items (e.g., product, quantity, and price), creating a counter proposal (e.g., different product, different quantity, or different delivery date), or rejecting all of the line items. The supplier creates (automatically or manually) an XML Req Check Response message and sends the message to the Omnexus Marketplace.

Once received by the marketplace, the marketplace assesses the status of the message (i.e., initial Req Check changed or unchanged). According to the status of the message and the

preferences set for the specified buyer, various tasks are performed by the marketplace. For example, the marketplace verifies that the products entered by the supplier are in the product catalogue. If a particular product entered by a supplier is not in the product catalogue, the marketplace notifies the supplier via, for example, e-mail. Moreover, if the buyer has indicated that the order is auto-acceptance, the marketplace turns the status of all line items into proceed. Additionally, the buyer's order is updated with the XML Req Check Response from each supplier. The marketplace sends an email notification to the buyer that a Req Check Response has been sent from the supplier. The marketplace further sends the Req Check Response to the buyer. The Req Check Response can be sent directly to a buyer's ERP system or can be placed on the manual browser for access by the buyer.

Once the buyer receives the Req Check Response, the buyer either accepts the whole response, accepts some of the line items and rejects others, or restarts the Check Requisition process. Acceptance is based on three levels: exact match, tolerance rules, or automatic acceptance. If accepted by the buyer, a Confirm or Create Order message is created automatically by the marketplace or manually by the buyer depending on the buyer's preferences. The marketplace sends the supplier a "Confirm Order" XML message. An e-mail notification of Confirm Order is sent to each supplier.

Once the Confirm Order message is received by the supplier, the supplier can accept the order, accept only certain line items and reject certain line items of the order, or reject the entire order. In any case, a purchase order acknowledgement is sent to the marketplace via an XML message, "Confirm Order Response". An e-mail notification is sent to the customer that a Confirm Order response has been sent from the supplier. The customer order is updated with the final status from the supplier. The customer and supplier then have the ability to agree on changing the order via phone, email, or negotiation tools provided by the marketplace.

A Change Order via the marketplace can be initiated by the buyer or the supplier. The change order process is very similar to the ordering process. When the supplier ships the product to the buyer, an XML message is sent to the marketplace. The marketplace sends an email notification to the buyer that a Order Status has been sent from the supplier. The buyer's order is updated with shipment information.

III. PROCESS FLOW OVERVIEW

A. General Process Flow

A more detailed process 30 of operation for the marketplace 10 will now be described with reference to Figure 4. The method 30 begins at 31 with a requisition check. This requisition check allows buyers to determine the price and availability of desired goods. The marketplace 10 receives this requisition check and forwards it to the supplier which then at 32
5 generates a requisition check response which includes information on the price and availability of the selected goods. This requisition check can be considered as a inquiry into the availability of an order and based on the requisition check response at 32 the buyer can then confirm or create an order at 33. The marketplace 10 receives the order from the buyer and forwards the order to the relevant supplier or supplies. The supplier then generates an order response which
10 may constitute an acceptance of the offer reflected in the order at 33. If it is, then the supplier proceeds in fulfilling the goods and provides notification to the marketplace 10 when shipment has occurred at 35. The marketplace 10 then forwards the notification to the buyer.

The method 30 also incorporates the ability to have a change order 40. A change order sub-process 40 involves the initiation of a requisition at 36 which can be from either the buyer
15 or supplier. A requisition response is generated at 37 and forwarded to the other party through the marketplace 10. At 38, based on the requisition and requisition response, the parties can then exchange a confirm order at 38 followed by a confirm order response 39 reflecting their agreed upon change to an order.

20 B. Process Flow Options

In the process 30, the buyer has options to Auto-Submit an order and also to Auto-Accept the order. The Auto-Submit and Auto-Accept options may be used in combination or individually in order to expedite processing of orders. Figure 5 provides an example of an ordering process 50 with Auto-Submit. At 51, the buyer initiates a price and availability
25 request after initiating an order and adding items to that order. The request is sent through the marketplace 10 to the relevant suppliers which then act on the request and issue a response at 52. When the request was issued at 51, the buyer selected the Auto-Submit option accepted the terms and conditions, and entered an authorization code. If the supplier accepts as requested at 52, then the order is placed at 53 and a binding contract has been formed. If the supplier does
30 not accept as requested, then the order stops and the supplier at 54 can suggest an alternative. The Auto-Submit therefore bypasses the need for the buyer to confirm the order at 33 if the supplier is willing to accept as requested.

Figure 6 provides an example of an ordering process 60 when Auto-Submit is selected with an accelerated order. At 61, the buyer initiates an order, adds items to that order, and then generates a price and availability request at 61. At 61, the buyer selects the Auto-Submit option, accepts the terms and conditions, and enters an authorization code. At 62, the supplier or suppliers then respond to the request. If some but not all of the suppliers have responded, the order may be split allowing items with suppliers who have accepted to be grouped in an order, as reflected in Order 4a. The remaining items which have not been responded to by suppliers, may proceed to a separate order if accepted by the suppliers or may be partially accepted or modified by the suppliers at 64. An ordering process 70 with Auto-Accept selected will now be described with reference to Figure 7. The buyer initiates an order, adds items to the order and then generates a price and availability request at 71. When generating the request at 71, the buyer selects the Auto-Accept option. The supplier then acts on the response at 72. The supplier processes the order if requested if possible and, if not, processes the order with the best alternative up to a final decision point. The supplier may therefore modify the order at 74. The final decision point is at 73 at which point the buyer must execute the submit order request, accept the terms and conditions and enter an authorization code.

An ordering process 80 with full automation, specifically with Auto-Submit and Auto-Accept, will now be described with reference to Figure 8. At 81, the buyer initiates an order and adds items to the order prior to generating a price and availability request at 81. When generating the request at 81, the buyer selects the Auto-Submit option, accepts terms and conditions, and enters an authorization code. The supplier then acts on the response at 82. The supplier processes the order to completion as requested if possible and, if not, processes the order with the best alternative. The process 80 is preferably implemented between buyers and suppliers having an existing trading partner agreement.

An order process 90 which involves full automation with simple buyer side integration will now be described with reference to Figure 9. The process 90 begins with the buyers ERP system 16 initiating an order and submitting that order to the marketplace 10. This simple buyer side integration is also referred to throughout this document as UltraLite integration. Additional details of the UltraLite integration are set forth in the description below. The supplier acts on the response at 92 and can either proceed to submit an order at 93 or suggest an alternative and modify the request at 94. The marketplace 10 automatically processes the order received from the buyer. The buyer has the option of enabling the order to be processed to

completion if it can be fulfilled as requested or if it can be fulfilled with the best alternative. As with the process 80, the process 90 is preferably implemented between buyers and suppliers having an existing trading partner agreement.

5 IV. PROCESS FLOWS

 An explanation will now be given of a series of process flows which describe in more detail the method 30 of operation for the marketplace 10. The process flows will be described between a buyer, a supplier, and the marketplace which in this example is operated by Omnexus. The references to Omnexus in these process flows is therefore a reference to the
10 marketplace 10.

A. Requisition Check

 A requisition check process 31 will now be described in more detail with reference to Figure 10. The requisition check process 31 initiates the ordering process within the
15 marketplace 10. At this point, the buyer has identified the products to be ordered and has a delivery date in mind. The buyer creates a requisition by selecting the product(s) and delivery dates. The method of acceptance and confirmation is then chosen before the requisition check is sent to the supplier through the marketplace 10. As shown in this figure, the requisition check can be a new or first time requisition, can be a repeat or stored requisition, or can be a
20 resubmission of a requisition check. The marketplace 10 receives the requisition check message from the buyer and evaluates the selected products and selected suppliers. The marketplace 10 routes all of the line items in the requisition check to the appropriate suppliers and a purchase order is created for each supplier.

 In submitting the requisition check, the buyer can select the Auto-Accept or Auto-
25 Submit options. If the Auto-Accept option is selected, any requisition check response from the supplier will be automatically accepted. The Auto-Accept option can be selected at a header level for all items or may be selected on a line-item level. At the line-item level, any requisition check responses from the supplier that fall within a given threshold, such as ten percent, of the requested quantity, will be automatically accepted. The Auto-Submit option, also referred to as
30 the Auto-Confirm option, automatically triggers the create order process at 33 if a requisition response is accepted by the supplier. If a buyer chooses the Auto-Submit order option, the marketplace 10 requests a buyer purchase order and an approval code from the buyer. The

Auto-Accept and Auto-Submit options are preferably not passed on to the suppliers.

B. Requisition Check Response

A requisition check response process 32 will now be described in more detail with
5 reference to Figures 11(A) and 11(B). The requisition check response process 32 indicates only
whether a supplier can fulfill a buyer's request. A positive response does not constitute a
legally binding contract and only when a confirm order response at 34 is received is when a
contract is legally binding. In a requisition check response at 32, the supplier can respond with
an exact match to all line-items, changes within line-items, a counter-proposal, multiple
10 counter-proposals, or a response proclaiming that a requisition cannot be met.

The marketplace 10 receives the supplies requisition check response message and
assesses the status of the message, such as whether the requisition check is changed or
unchanged. Based on the status of the message and settings for the specific buyer, the
marketplace 10 performs additional tasks. These additional tasks performed by the marketplace
15 10 include validating line-items entered by supplier, creating e-mail notifications, checking
auto-rules, and updating requisition panel. The marketplace 10 sends an e-mail notification to
the buyer when a requisition check response is received from a supplier. The marketplace 10
also sends an e-mail notification to the buyer if a requisition check response message is Auto-
Accepted on the header level. The marketplace 10 updates the status of each line-item in a
20 requisition panel and preferably updates it through color coding. Line-items in green indicate
the status of Proceed, the color indicates the status of Pending, and the color code of red
indicates the status of Resubmit.

C. Confirm Order

25 A confirm order process 33 will now be described in more detail with reference to
Figures 12(A) and 12(B). The confirm order process 33 occurs when the buyer and supplier
reach an agreement on the contents, delivery dates, and pricing of a requisition. The confirm
order process 33 is initiated by the buyer and expresses the buyer's consent to the terms and
conditions of the order. This process can be automated if the appropriate auto acceptance and
30 auto submit options are chosen by the buyer and the supplier responds favorably to the
requisition.

The buyer can create an order in generally two ways, either manually or automatically.

For the manual creation, the buyer reviews the requisition check response from the supplier and can manually accept any unique counter proposal and confirm the order, delete unwanted counter-proposals and pick the desired proposal to confirm the order, or edit the requisition and re-start the requisition process by resubmitting a requisition check. In the automated case, the requisition bypasses the manual creation process if the supplier's response exactly matches the buyer's request, the Auto-Accept option is selected at the header level, or the Auto-Accept is enabled at the line level and the supplier response is within acceptable tolerances defined through the marketplace 10.

D. Confirm Order Response

A confirm order response process 34 will now be described in more detail with reference to Figure 13. Through the confirm order response process 34, a supplier provides final acceptance or cancellation of line items. A positive response constitutes a legally binding agreement. As shown in Figure 13, the supplier can cancel an order, accept all line items, or delete some line items and accept the remaining items. The marketplace 10 receives the supplies confirm order response message and updates the status of each line item in the requisition panel. The marketplace 10 also sends an e-mail notification to the buyer.

E. Change Order

1. Initiated by Buyer

As shown in Figure 4, the ordering process 30 accommodates a change order process 40. An example will now be given of the change order process 40 initiated by the buyer. Figures 14(A) and 14(B) illustrate in more detail the change order process 40 in this situation. Upon receiving a change order request, the marketplace 10 creates a temporary requisition T1 and sends a change request message and an e-mail notification to the respective supplier. The supplier can respond with a confirm order response in the case of declining the request or responding with an exact match to all line items or can respond with another change request in the case of a counter-proposal.

Based on the response from the supplier, the marketplace 10 executes different tasks. If the supplier declined the change request, the marketplace 10 receives the suppliers confirm order response message, deletes the temporary requisition T1, and sends an e-mail notification to the buyer. If the supplier accepts all line items with an exact match, the marketplace 10

receives the supplier's confirm order response message, updates the original order, deletes the temporary requisition T1, and sends an e-mail notification to the buyer. If the supplier responds with one or more counter-proposals, the marketplace 10 receives the suppliers change request, creates a new temporary requisition T2, and sends the change request and e-mail notification to the buyer.

The buyer has various alternatives to respond based on the decision made by the supplier. If the supplier declines the change request, the buyer can review the status of the original order which is still in effect. If the supplier accepts all line items with an exact match, the buyer can review the status of the updated order which is now legally binding. If the supplier responds with one or more counter-proposals, the buyer can review the suppliers counter proposals, decline them and generate a confirm order response message, or accept one of the counter proposals and generate a confirm order response message. If the buyer declines the counter proposal, the marketplace 10 deletes the temporary requisition T2 and sends an e-mail notification to the supplier. If the buyer accepts one of the counter proposals, the marketplace 10 updates the original order, deletes the temporary requisition T2, sends an e-mail notification to the supplier, and sends a confirm order response message to the supplier.

2. Initiated by Supplier

An explanation will now be given of the change order process 40 initiated by the supplier. The supplier selects a purchase order, highlights the line-items that they wish to change, and click on a change request button. The marketplace 10 receives the change request, creates a temporary requisition T1, and sends a change request message and e-mail notification to the buyer. The buyer can create a confirm order response or an updated change request. If the buyer declines the change request, the marketplace 10 creates a confirm order response message having a decline status for the supplier, sends an e-mail notification to the supplier, and deletes the temporary requisition. If the buyer accepts all line items with an exact match, the marketplace 10 creates a confirm order response message, updates the original order, and deletes the temporary requisition. The marketplace 10 also sends an e-mail notification to the supplier. If the buyer responds with a counter proposal, the marketplace 10 refreshes the change request and sends an e-mail notification to the supplier.

In general, with either the buyer initiated or supplier initiated change order processes 40, once a change request is initiated the receiving party can choose to accept, to decline, or to send

a counter proposal. Each party is limited to just one opportunity to send a counter proposal. If a counter proposal is made, the initiating party can only accept or decline it. If further negotiations are required, the parties will need to create a new change request and restart the change order process 40.

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F. Shipment Notification

A shipment notification process 39 will now be described with reference to Figure 16.

The shipment notification process 39, also termed Order Status, is the final step in the order process 30. Through the shipment notification process 39, the supplier notifies the buyer that a shipment or portions of an order have been sent to the buyer. The marketplace 10 receives the suppliers shipment notification and updates the requisition panel with the status of each line-item. The marketplace 10 updates the items as being "Shipped" when the supplier has shipped the item, updates the item with the status of "Cancelled" when the supplier has cancelled the line-item, and updates the status with "Partial" when the supplier has partially shipped the line-item. The buyer then has the option of revealing the shipment status through the marketplace 10.

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G. Customer Inquiry

A customer inquiry process 100 is illustrated in Figure 17. A customer, either the buyer or supplier, can generate a customer inquiry at any point during the ordering process 30. The inquiry can be received in various ways, such as but not limited to a phone call, fax, or e-mail. A customer service representative (CSR) can forward the inquiry to an expert if needed and preferably responds to the inquiry through a phone call, e-mail, or fax, depending on customers preference.

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H. Examples

The order process 30 accommodates the ordering preferences of both the buyers and suppliers. In general, the ordering process can range from a repeat order process to a negotiation centric order process. A repeat order process describes the common order process where the buyer and supplier have a long standing business relationship. Products are purchased repeatedly and both parties try to lower transaction costs. The marketplace 10 provides the mechanism to keep the transaction cost low, such as through the Auto-Accept and

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Auto-Submit options which help to automatically create orders. If a buyer enables both of these options and a supplier is back-end integrated to the marketplace 10, the transaction costs can be minimized. The negotiation centric order process focuses on the negotiation side of purchasing. A buyer either wants to get new or updated quotes from its supplier, purchase a new product, or establish a business relationship with a new supplier. The marketplace 10 provides mechanisms for this kind of transactions. The initial negotiation between the parties can occur on the requisition check level which allows buyers to get quotes from multiple suppliers. Additional negotiations can then occur on the order change level where both the buyer and supplier have the chance to request change orders. If the counter party cannot respond to such a proposal exactly, negotiation can be expanded.

Two examples will now be given of the entire ordering process 30, with one example being of the repeat order process and the other a negotiation centric order process.

1. Repeat Order

Figures 18(A) to 18(F) illustrate a repeat order process 30 between a buyer Injection Blow Molding, Inc. of America which is about to renew their inventory of two resins named Omnexum 2040 and 100 Natural Plustran 2080 100 Natural from the supplier Plastics and Resins Corp. These parties have a strong on-going relationship and both are registered with the marketplace 10. In this example, the products are needed by March, 2001 and today's date is January 15, 2001. Figure 18(A) illustrates the repeat order process in which the buyer, Injection Blow Molding, Inc., enters the marketplace 10, selects a stored requisition used for last month's order, and updates the quantity needed of both resins. The buyer chooses the Auto-Accept option at the line-item level and also selects the Auto-Submit option. The marketplace 10 receives the requisition check message from the buyer and routes the requisition check message to the supplier, Plastics and Resins Corp.

As shown in Figure 18(B), the requisition check response process 32 begins with the supplier receiving the requisition check. The supplier determines that it can fulfill the request for the Omnexum resin but can only fulfill part of the buyer's request for the Plustran resin. The supplier then indicates the changed quantity and forwards the requisition check response to the marketplace 10.

As shown in Figure 18(C), the marketplace 10 receives the requisition check response message and assesses the status of the message. Since the Auto-Accept rules were selected by

the buyer at the line-item level, the marketplace 10 sets the status of the Omnexum resin line-item to green, indicating the status of proceed. The marketplace 10 also sets the status of the Plustran resin to green since in this example the quantity in the check requisition response fell within a threshold percentage of the requested quantity. The marketplace 10 then updates the requisition panel, creates an e-mail notification for the buyer, and sends the requisition check response message to the supplier.

Figure 18(D) illustrates the create/confirm order process 33. Since the Auto-Accept option is enabled and all items on the requisition have a status of proceed, the marketplace 10 creates a confirm order message for the supplier and sends an e-mail notification to the buyer indicating that the order has been confirmed automatically. The buyer receives the e-mail notification about the response to the requisition check as well as notification that the order has been confirmed.

The confirm order response process 34 is shown in Figure 18(E). The supplier receives the confirm order response message from the marketplace 10 and sends a confirm order response message to the marketplace 10. The marketplace 10 receives this response message and updates the status of the requisition to "supplier accepted." The buyer receives e-mail notification from the marketplace 10 and can review the status of the order on-line.

The shipment notification process 39 is shown in Figure 18(F). When the supplier sends the requested products, the supplier creates a shipment notification message which is sent to the marketplace 10. The marketplace 10 receives the shipment notification message and updates the status of the requisition to "shipped." The buyer then has the option to review the shipment status through the marketplace 10.

2. Negotiation Centric Order

A negotiation centric order process 30 will now be described with reference to Figures 19(A) to 19(I). In this example, the buyer, Injection Blow Molding, Inc. of America is about to introduce a new product and needs to purchase new or additional raw materials. The buyer performed initial product research through the marketplace 10 and found a supplier, Plastics and Resins Corp., that can provide the acquired product. Plastics and Resins Corp. provides the needed product which is called Blendax 2153 100 Natural. The production of the new product at Injection Blow Molding, Inc. of America is scheduled to start in February, 2001 and today's date is January 15, 2001. Both the buyer and supplier are registered with the marketplace 10

and are thus able to do business with each other through the marketplace 10.

The requisition check process 31 is shown in Figure 19(A). The buyer, Injection Blow Molding, Inc. enters the marketplace 10, from the product catalog sees the desired product, selects a quantity of three thousand pounds, and a delivery date of January 31, 2001. The buyer
5 disables both the Auto-Accept option and the Auto-Submit option. The marketplace 10 receives the requisition check message from the buyer, evaluates the selected product and supplier, and then forwards the requisition check to Plastics and Resins Corp.

The requisition check response process 32 is shown in Figure 19(B). The supplier, Plastics and Resins Corp., determines that the company is not able to meet the request and
10 generates four counter proposals. The first is a change in date, the second involves adding an expediting up-charge of \$700.00 for express delivery and an additional product price, the third counter proposal is the suggestion of an alternative product, and the fourth is a partial delivery on the requested date and a second delivery later in time. The marketplace 10 receives the suppliers requisition check response message and assesses the status of the message. The
15 marketplace 10 determines that the response contains another product as requested initially and validates that it is listed in the product catalog. The marketplace 10 determines that all the Auto-Rules were disabled, updates the requisition panel, and creates an e-mail notification to the buyer indicating that the requisition check response message has been received.

The confirm order process 33 is shown in Figure 19(D). Since the response to the
20 requisition check has multiple counter proposals, the buyer has to decide which one to accept, if any. The buyer rules out counter proposal one since it needs to have some product at the scheduled start date. The buyer also rules out counter proposal three since it is very quality conscious and does not want to substitute the requested product. In comparing the remaining counter proposals, the buyer selects counter proposal four which has a lower price and offers
25 the best option. The buyer then deletes counter proposals one, two, and three from the requisition and manually accepts the remaining counter proposal four. As shown in Figure 19(E), the marketplace 10 updates the requisition and sends a confirm order message for the supplier. The marketplace 10 also sends an e-mail notification to the supplier.

The confirm order response 34 is shown in Figure 19(F). The supplier receives the
30 confirm order message from the buyer and decides to accept all line items. The supplier generates a confirm order response which is sent to the marketplace 10 and also updates its own ERP system 16. The marketplace 10 receives the confirm order response message and updates

the status of each line item in the requisition panel accordingly.

After time, the buyer has discovered that the production can be started sooner and that the first shipment will be insufficient for production. The buyer then initiates the change order process 40 which will be described with reference to Figures 19(G) and 19(H). The buyer
5 issues the change request based on quantity and delivery date and sends the change request to the marketplace 10. The marketplace 10 creates a temporary requisition T1 that stores the change request and sends a change request message and e-mail notification to the supplier, Plastics and Resins Corp. The supplier receives the e-mail notification and change request message and determines that it cannot confirm the change order and chooses to propose a
10 different solution. The supplier then changes quantities and delivery dates and sends the counter proposal to the marketplace 10, which creates a temporary requisition T2 and sends the change request and e-mail notification to the buyer, as shown in Figure 19(H).

The buyer then chooses to accept the counter proposal and creates a confirm order response message. The marketplace 10 updates the original order with the change in order,
15 deletes the temporary requisitions, and sends an e-mail notification to the supplier. The supplier receives the e-mail notification and also the confirm order response message from the marketplace 10 and updates the ERP system 16.

The shipment notification process 39 is illustrated in Figure 19(I). The supplier provides a first shipment to the supplier and sends a notification message to the marketplace 10. At the
20 later date, the supplier sends the second shipment to the supplier and sends a corresponding shipment notification message to the marketplace 10. The marketplace 10 receives these messages, updates the status of each line item in the requisition panel, and stores the information for display by the buyer.

25 I. UltraLite Integration

As illustrated in Figure 3, the marketplace 10 may integrate fully with the buyers and suppliers ERP systems 14 and 16, respectively. The full integration into the ERP systems 14 and 16 requires a rather large commitment on the side of the buyer and supplier, such as in terms of cost. UltraLite integration offers less of a commitment on the buyer and can also be
30 performed at a lower cost. The UltraLite integration is therefore advantageous for many smaller companies who may want to use an on-line exchange, such as the marketplace 10, but which may not have all the resources necessary up front for the full integration.

UltraLite integration relies on the inherent capability of ERP systems 14 and 16 to generate customized flat file exports of orders. The marketplace 10 provides buyers with the capability for the secure automatic uploading of files to the marketplace 10. This level of integration eliminates double entry required by a browser-based marketplace approach. In combination with the marketplace 10, a buyer gets the productivity of automatic order upload, the sophisticated alternative processing of an on-line marketplace to multiple suppliers, and the management of exception handling when a supplier responds with an alternative to the original request.

A next level of integration is to enable change request. This integration enables the buyer through the same secure automatic uploading of files to request modification of existing orders. The marketplace 10 processes these change order requests and forwards them to the suppliers ERP system 16 or the marketplace browser for non-integrated suppliers. The buyer can log into the marketplace 10 to manage supplier responses to the change request if the supplier did not accept the change request. This limits the buyers work to only addressing exceptions.

This non-intrusive approach to e-market integration substantially reduces the barrier entrances to participation in business-to-business electronic commerce. A buyer is not required to add additional hardware or software to implement this basic level of outbound messaging.

After a buyer gains experience from basic outbound message integration, they may choose to integrate inbound messaging. Processing inbound messages requires a higher level of technical sophistication and generally includes additional software and hardware, such as a messaging server. The marketplace 10 has the capability to implement inbound messaging with buyers. This two step approach to outbound messages first and then inbound messages second reduces the entrance barrier and shortens the payback period for the higher cost inbound messaging implementation.

In the preferred embodiment, the UltraLite integration involves the use of JAVA code at the buyer's system for taking a flat file or an XML file as a parameter. This code creates an HTTP or HTTPS connection to the integration hub 14 and pushes the file to the marketplace 10. The buyer also has a JAR file which permits WebMethods communication.

Process flows associated with the UltraLite integration will now be described with reference to Figures 20 to 24. Figure 20 illustrates a process flow for manual UltraLite integration. The buyer generates an order through its ERP system, logs into the marketplace 10,

and executes the file import functionality. The marketplace 10 receives the file from the buyer, validates the format, validate the content, and automatically executes the price and availability query. Based on the response from the supplier, the marketplace 10 presents alternatives to the buyer through e-mail notification. The buyer can also log into the marketplace 10 and manage exceptions. Figure 21 is a method 120 of automatic UltraLite integration. The process 120 begins with the buyer generating an order through its ERP system and then automatically transferring the file to the marketplace 10. Figure 22 illustrates a process 130 of UltraLite integration with direct to order. According to this method 130 the buyer generates an order through its ERP system and automatically transfers the file to the marketplace 10. The marketplace 10 validates the file format and content and then automatically submits the order to the supplier. Based on the response from the supplier, the marketplace 10 processes the order and sends the buyer an e-mail notification of the response. Figure 23 is a process 140 of UltraLite integration with a change order. The buyer, or supplier, generates the change request through its ERP system and then automatically transfers the file to the marketplace 10. The marketplace 10 validates the file format and content and then automatically processes the change request and sends it to the supplier. If the supplier's response matches the buyer's request, then the marketplace automatically updates the order, notifies the supplier, and also notifies the buyer. If the response does not match the request, then the marketplace 10 presents the alternatives to the buyer through an e-mail notification and allowing the buyer to log into the marketplace and manage the exceptions. A method 150 of inbound messaging through UltraLite integration is illustrated in Figure 24. Based on a supplier's response to an order, the marketplace 10 processes the order, sends the buyer an e-mail notification, and forwards the supplier's response to the buyer's system. In a similar manner, the shipping notification and invoicing are forwarded to the buyer's system both by e-mail and inbound messaging.

J. Sourcing

Figure 25(A) illustrates a process 160 which includes a sourcing process 170 and an order to cash process 180. The sourcing process is shown in both Figures 25(A) and 25(B) and involves the suppliers loading product information into an on-line catalog stored at the marketplace 10. The buyer can search and select items from these catalogs and issue a request for Quote (RFQ). The marketplace 10 stores the RFQ and sends copies to the suppliers. The suppliers develop a response which is forwarded to the marketplace 10 which then notifies the

buyer. If the buyer accepts, then the RFQ forms basis for an on-line master agreement between the parties which is stored at the marketplace 10. If the response is not accepted by the buyer, the buyer may modify it and issue a new RFQ which is sent to the supplier. After a master agreement has been formed, the sourcing involves forecasting. The forecasting is shown in more detail in Figure 26. The forecasting process 190 begins with the buyer sending a demand forecast message through the marketplace 10 to the supplier. The marketplace 10 takes the forecast data and inputs from the buyer and supplier to create a PNA query. The PNA query is then processed in the manner described above with requisition checks and, if an order is created, the order is processed in the manner described above. As shown in Figure 25(A), the demand forecast translates into a price and availability request and can ultimately lead to an order. The order is subject to a legally binding contract but the parties may mutually agree upon changes, as shown by the change request and change response steps within the order to cash process 180. Once the goods have been shipped, the shipment notice is sent to the buyers through the marketplace and invoicing may also occur through the marketplace 10.

K. Audit/Reconcile

An audit/reconcile process 200 will now be described in more detail with reference to Figure 27. At the time of an order, the marketplace 10 reconciles the order with the contract for product, price, and quantity and also with the demand forecast. The marketplace 10 then generates process exception reports which are forwarded to the buyer and supplier. At the time of delivery, the marketplace 10 reconciles the delivery with the orders for product and quantity and generates exception reports which are forwarded to the buyer and supplier. Finally, at the time of payment, the marketplace 10 reconciles the invoice with the contract, orders, and receipt of materials. The marketplace 10 also reconciles any payments that have been made and generates exception reports to the buyer and supplier.

The marketplace 10 is therefore uniquely positioned to handle the sourcing of goods to buyers and associated issues in sourcing. The marketplace 10 enables buyers and suppliers to form and enter into a master agreement and handles demand forecasting. The marketplace 10 accommodates orders under this master agreement and all related issues, such as change requests, shipping, invoicing, materials receipt, and payment. Under the master agreement, the marketplace 10 also performs the necessary auditing and reconciling based on the orders, the contract, invoices, payment, and receipt of materials.

L. Cash

A cash process 210 is illustrated in Figure 28. The supplier generates an invoice and sends the invoice to the marketplace 10. The marketplace 10 standardizes the buyer identification and stores as well as posts the invoice. The buyer can then process the invoice and make payment, such as through an ASP provider. The marketplace 10 is involved in the payment process and provides reports to the buyer and supplier and lets the supplier view all payment activities. The actual payment from the buyer begins with the seller's bank receiving transfer authorization and requesting fund transfer from the buyer's bank. The buyer's bank then executes the fund transfer so that the seller's bank receives payment.

V. USER INTERFACES

A. Main Interface

An exemplary set of user interfaces for enabling the process flows described above will now be described with reference to Figures 29 to 49. It should be understood that these interfaces are just one way in which the process flows may be embodied and that the invention is therefore not limited to these particular interfaces. Furthermore, the processes may be implemented with other numbers of interfaces. In other words, the steps or acts within a process may be implemented with a greater number or fewer number of interfaces than illustrated in these Figures.

Figure 29 illustrates a main interface, or home page, to the marketplace. Through this main interface, visitors can read news, review press releases, learn more about featured products, or use featured services, such as an order catalog, a cost savings indicator, or search and compare machinery. Though this main interface, users of the marketplace can also enter their user name and password to log in to the marketplace. Additionally, through this main page, visitors can perform research, such as research on materials, machinery, events, press room, or news. In conducting research on news, the visitor can research certain markets, such as automotive, appliances, chemicals, computers, construction, medical, and packaging, can research processing, such as auxiliary equipment, molding and tooling, primary equipment, rapid prototyping, semi finish goods, or software, and can research materials, such as elastomers, engineering resins, or thermoplastics. The main page also allows the visitor to select a preferred language and region and also allows visitors to perform a search. The main

page also provides advertising opportunities and an opportunity to highlight featured suppliers.

B. Search Capabilities

Upon selection of the "Materials Data" link in the search area of the main page, the marketplace then provides the interface shown in Figure 30(A). The marketplace provides the visitor with the option to perform a quick search or a power search. Figures 30(B) and 30(C) provide examples of search results through the quick search. As shown in Figure 30(B), a visitor can select the type of goods, the producer, the region, and a grade name and see all goods that meet that criteria. In the example shown in Figure 30(B), the list of polymers in Europe are shown in list form in a box on the left hand side of the interface and can view characteristics of a good selected from the list in a box on the right hand side of the interface. For the description of the goods, the visitor can choose between ISO and ASTM and can also select between SI or US units. In this example, the characteristics that can be reviewed include a product description, rheological properties, mechanical properties, thermal properties, electrical properties, other properties, material specific properties, test specimen production information, and multi-point data. As shown in these figures, the visitor can generate an RFQ or select the E-Mail link so that a data sheet can be sent to a desired e-mail address. In order to generate the RFQ, the visitor must first log in to the marketplace. For each of the goods, the visitor can also select the "LINKS" to access links provided by the supplier of those goods, such as links to a homepage for the supplier, datasheets, or other such relevant information.

Figures 30(D) to 30(F) illustrate the use of the powersearch option presented in Figure 30(A). In general, the powersearch allows a visitor to perform material selection and comparison and to search based on property ranges and product attributes. Figure 30(D) illustrates one example of search results and reveals how a visitor can obtain information on the properties of the goods. For example, the marketplace can provide material families, material producers, regional availability, rheological properties, mechanical properties, thermal properties, electrical properties, other properties, material specific properties, processing and delivery form, additives, special characteristics, multi-point data, and creep data. The interface has a number of buttons at the top for allowing the visitor to select the display mode, with these modes including data sheet mode which is illustrated in Figure 30(D), process information, multi-point data which is shown in Figure 30(F), or property table which is shown in Figure 30(E). The powersearch also allows a visitor to create a curve overlay whereby multiple

materials can be selected and the marketplace provides comparison between those materials and a table set up button where the visitor can select which properties to be displayed in a table.

C. Request for Quote

5 An explanation will now be given illustrating how a user can issue an RFQ. Figures 31(A) to 31(C) illustrate the interface provided to the user by which the user generates the RFQ. Through this interface, the user enters company information, shipping information, personal information, requested product and quantity requirements, application status, market segment, product description, and a list of suppliers from which the user can select. The user can also
10 enter any OEM specifications, provide comments, and include documents having additional information. After entering all of this information, the user can print the RFQ before sending it or select the "Send RFQ To Omnexus Marketplace Suppliers" button to send the RFQ.

D. Contract Formation

15 Figures 32(A) to 32(D) specify the terms and conditions for customers' use of the Omnexus marketplace 10. Among other things, these terms and conditions specify the geographical reach of the marketplace, the limitation that the customers or users must be businesses and not consumers, that the customer has the option to review the terms and conditions of an order in a downloadable format before submitting it to the supplier and the
20 ability to discontinue processing of an order based on input error. The users must agree to these terms and conditions as part of their use of the marketplace. The terms and conditions also refer to a centralized dispute resolution procedure which users agree to use in settling any disputes for European Community (EC) transactions. Additional details on the dispute procedures are shown in Figures 33(A) to 33(C).

25 The terms and conditions also explain that any agreement reached between a customer and supplier encompasses any terms and conditions specific for a supplier. Figures 34(A) to 34(I) provide examples of the terms and conditions of suppliers as well as their technical disclaimers. As shown in these figures, the terms and conditions may vary according to the country and also according to the goods.

30 The use of the marketplace by a buyer and seller preferably does not replace any existing relationships or agreements between the parties. Instead, by accepting an offer, the buyer accepts (1) the terms and conditions previously agreed to between the buyer and supplier, such

as in a master agreement; (2) the terms and conditions specifically agreed to by the buyer and supplier in the processing of the order, such as in comments or mutually agreed to exceptions; and (3) the supplier's general terms and conditions for the country where the product will be delivered.

5 For example, a buyer and seller may have entered into a master agreement or some other agreement that dictates terms and conditions of any orders requested by the buyer and accepted and fulfilled by the seller. The terms and conditions of using the marketplace 10 make clear that any prior such agreement will continue to govern transactions handled by the marketplace 10, unless otherwise noted by the supplier in its communications for a specific order through
10 the marketplace 10. Any previous agreement between the buyer and seller would govern the general terms and conditions of the contract while the price and quantity would be governed by messaging between the parties through the marketplace 10. If no such master agreement is in place, then the terms and conditions loaded on the marketplace 10 will govern the transactions between the parties, again subject to any exceptions mutually agreed upon by the parties.

15 As will be explained in more detail below, the formation of the contract between the parties is structured to be in compliance with EU directives on e-commerce and any other applicable laws of a country. When placing an order, the buyer is able to review the governing terms and conditions of the contract and is able to download and print them out for review. As a result, the buyer is able to discontinue the processing of an order due to a typographical or
20 input error before it becomes a binding contract. The marketplace links the appropriate set of terms and conditions for each supplier for each country based upon where the goods will be shipped. In other words, the terms and conditions of a particular transaction may very well differ between suppliers and even between countries for a single supplier. The marketplace furthermore permits the buyer and seller to depart in mutually agreeable ways from either a
25 previously entered master agreement or from the terms and conditions provided through the marketplace. Thus, when the buyer submits an order the buyer is essentially making an offer to purchase goods at a given price and quantity and this offer includes all of the relevant terms and conditions associated with any master agreement, the terms and conditions loaded on the site by suppliers, or variances from those terms. When the seller then accepts the order, the seller is
30 providing assent to the price and quantity and to all other terms and conditions.

E. Order Process

An exemplary set of interfaces regarding the ordering process will now be described with reference to Figures 35 to 47. With reference to Figure 35, the marketplace 10 provides an interface to allow buyers and suppliers manage their orders on the marketplace 10. For buyers, the marketplace 10 provides the interface shown in Figure 36(A). From this interface, buyers
5 can create a new order, open existing orders, review ship orders, and review closed/template orders. This interface also summarizes the respective numbers of orders and their status, as shown on the left hand side of the interface. Through this summary, buyers can quickly assess the status of all orders and also quickly go to a desired order or set of orders. Figure 36(B) illustrates the first step in initiating a purchase order, which involves entering a PO number,
10 selecting the automation options, namely Auto-Accept or Auto-Submit, specifying the Ship-To address, and the preferred currency.

Next, as shown in Figures 36(C) to 36(F), the buyer adds items to the order. As shown in Figure 36(C), the buyer can search for desired goods through a catalog and then, as shown in Figures 36(D) to 36(F), view the results of a search. From this listing of items, the buyer can
15 specify a requested delivery date, input a PO number, and specify a quantity. The buyer can also select the option to have some quantity tolerance, which in this example is $\pm 10\%$. After selecting the items, the buyer receives the interface shown in Figure 36(F) at which time the buyer can choose to Auto-Accept and/or Auto-Submit, can review the terms and conditions associated with each selected item, and can obtain additional information on the product or
20 supplier. After the buyer enters the shipping address and billing address, and comments, the marketplace then provides the buyer with an order summary, such as the one shown in Figures 36(G) and 36(H).

After the order is completed, the buyer can submit a requisition check by selecting the "Req Check" button at the top of the interface shown in Figure 36(G). If the buyer did select
25 that button, the buyer would then be presented with the interface shown in Figure 37 which in this example indicates that the requisition check was successfully transmitted. When the marketplace receives the requisition check response from the supplier, the marketplace 10 updates the relevant orders with the information in that response. For example, as shown in Figure 38, the items in the order are assigned the status of "Proceed" whereas before the
30 requisition check was sent the status of those items was "Not Checked" as shown in Figure 36(G). Alternatively, the buyer can select the "Process Order" button to have the order sent to the seller.

After an order has been completed, and the buyer selected the "Process Order" button, the marketplace then provides the buyer with the interface shown in Figure 39(A). The buyer is given options to accept the terms and conditions skipping an order review, to accept the terms and conditions and reviewing the order, or to decline terms and conditions and canceling the order. If the Review Order option is selected, the buyer receives a one page summary of the order, similar to the interface shown in Figure 36(G). By clicking on the "Terms and Conditions" link associated with an item listed in the summary, the buyer can access the terms and conditions governing the purchase of those items from that supplier. As mentioned above, these terms and conditions are specific for that order in that the terms and conditions vary with the country to which the goods are shipped and to the supplier. Significantly, consistent with principles in EU directives focused primarily on protection of consumers in cross-border e-commerce transactions, customers are given an opportunity to review all of the terms and conditions surrounding a transaction before creating a binding on-line contract. As summarized in Figure 39(A), by selecting one of the accept buttons, the buyer is accepting the terms and conditions for use of the marketplace and the suppliers technical disclaimer. Furthermore, by accepting, the buyer is accepting the terms and conditions from a prior agreement, terms and conditions agreed to in the processing of the order, and the suppliers' general terms and conditions for the country where the product will be delivered.

The terms and conditions may be reviewed throughout the ordering process. For example, as shown in Figure 39(B), when adding items to an order the buyer can select the "Terms and Conditions" link to review the contract terms. Upon selection of the "Terms and Conditions" link for items supplied by DuPont, the buyer receives the interface shown in Figure 39(C) which lists DuPont's terms and conditions for the UK, which is where the items are being shipped. Similarly, when the buyer selects the "Terms and Conditions" link for the items supplied by Distrupol, the buyer receives the interface shown in Figure 39(D) which has Distrupol's terms and conditions for the UK.

Prior to final submission of the order, the buyer is presented with the interface shown in Figure 40 in which the buyer confirms the order and also enters an approval code. The approval code provides validation that only authorized users can submit an order and also identifies that particular user.

As discussed above with reference to Figure 36(A), a buyer can view the status of various orders. Figure 41(A) provides an example of an interface showing a summary of open

orders. In this summary, the marketplace provides the buyer with a listing of all open orders, the date the orders were created, the status of each order, the buyer's PO number, and a summary of the order. The buyer can select any one of these orders from the list to view additional details. For example, upon selecting order no. 20028 and selecting the "View" button, the marketplace provides the prior with the interface shown in Figure 41(B). From this interface, the buyer can review the quantity ordered, the delivery date, the goods themselves, the status, as well as the terms and conditions.

Figure 42 provides an example of an interface for submitting an order through the UltraLite integration. As discussed above, the buyer may elect to have messaging integration to eliminate the amount of work required by the buyer. Thus, in submitting an order, the buyer can upload a file to the marketplace. With either the UltraLite integration or the order processing described above, the buyer is still presented with all of the terms and conditions to make the submission of the order an offer, which if accepted, creates a binding contract.

As mentioned above, one of the options available through the interface shown in Figure 36(A) is to review closed/template orders. Figure 43(A) provides an example of an interface showing template orders. The buyer can select from previously stored template orders to receive a template order entry interface shown in Figure 43(B). The buyer can enter a requested delivery date, specify a desired quantity, input a buyer's PO number, and permit some tolerance, if desired. The buyer is then presented with the interface shown in Figure 43(C) which provides a template order summary. Through this interface, the buyer can initiate a requisition check or process the order. If the buyer chooses to process the order, the buyer is presented with the interface shown in Figure 43(D) in which the buyer can accept the terms and conditions governing the transaction or decline them. The buyer preferably has the ability to review the terms and conditions prior to accepting them. As shown in Figure 43(E), the buyer next needs to enter an approval code and then submit the order. When the order was placed with reference to Figure 43(C), the buyer selected the "Auto-Submit" option. As explained in Figure 43(D), by selecting the Auto-Submit option, the order is submitted to the supplier automatically if the ordered items are available. As shown in Figure 43(F), the supplier accepted the order and the status of the orders are shown as "Supplier Accepted."

From the interface shown in Figure 36(A), a customer can also obtain a summary of all changed orders, such as the change orders shown in Figure 44(A). The customer can select desired orders from the list and click on the "View" button and obtain details of the orders, as

shown in Figure 44(B). Figure 44(B) is an example of an interface providing change order details.

Another group of orders that a customer can review are shipped orders. Figure 45 provides an example of an interface showing a list of shipped orders and the status of those orders, such as shipped, partially shipped, and partially received.

Figure 46 illustrates a simplification of the ordering process according to another embodiment of the invention. As shown in Figure 46, when initiating an order, the customer has the option of selecting a price and availability check only, to accept all suppliers responses and create an order, or to create an order only on an exact match.

Figure 47 illustrates an interface which is an alternative to the interface shown in Figure 36(A). With the interface in Figure 47, customers can see more clearly the logical cycle of the ordering process from the price and availability checks, to open orders, to change orders, to shipped orders, to orders to act on, to closed/template orders, to reports and searching, and an option to show all orders.

B. Cash Process

The marketplace 10 preferably permits electronic invoice presentment and payment (EIPP) for the buyers and suppliers. One suitable EIPP solution is provided by BillingZone, LLC of Pittsburgh, Pennsylvania. The invention is not limited to this particular solution but may employ other EIPP solutions for effectuating payment between the buyers and suppliers.

An explanation will now be given on the invoicing and payment aspects of the marketplace 10. Figure 48(A) illustrates an invoice summary that is presented to the buyer. From this summary page, the buyer can sort invoices by the biller, by the date the last invoice was received, based on unscheduled invoices, or based on total outstanding. In addition to biller invoices, the buyer can also review invoices awaiting approval from the buyer.

Figure 48(B) provides an example of an invoice summary page for the supplier. From this summary page, the supplier can review invoices in basket, credit memos, filed invoices, scheduled payments, invoices awaiting approval, paid invoices, as well as informational documents. Upon selecting one of the invoices, such as invoice 803809, the supplier can view the invoice in greater detail, as shown in Figure 48(C). The adjustments that have been made in the amount billed can be viewed in a summary form in Figure 48(D) and the supplier can make an adjustment in an amount by selecting one of the items, at which time the supplier will

receive the interface shown in Figure 48(E). Finally, the supplier can receive a settlement view in the interface shown in Figure 48(F).

C. Sourcing

5 An example of an interface for sourcing goods is illustrated in Figure 49. As shown in this Figure, the buyer and supplier can specify a contract period and the items to be delivered over that contract period. The parties can also specify the annual quantity for each of the items, the delivery terms, pricing rules, and attach any existing Master Agreement between the parties. Thus, marketplace 10 gives the parties the opportunity to review all terms and conditions of the
10 contract between the parties, including terms in any Master Agreement and the terms supplied by default through the marketplace 10.

VI. SYSTEM ARCHITECTURE

 The processes described above may be implemented in a number of different ways with
15 a number of different configurations of systems. Figures 50 and 51 provide one example of a system for executing the process flows. Figure 50(A) illustrates a logical diagram of the architecture for the marketplace 10, illustrating the presentation layer 12a, the application layer 12b, and the database layer 12c. The database layer 12c includes data on the users, products, orders, marketplace, transports, and RFQs. The application layer 12b includes a database
20 broker for use in accessing the database layer 12c, servlets for use in interfacing with the presentation layer 12a, and a commerce implementation for performing the execution of process flows.

 A more detailed diagram of the architecture is shown in Figure 50(B). The marketplace
10 includes the integration hub 14 for messaging with the buyers and suppliers. The integration
25 hub 14 includes an integration hub for messaging with suppliers and a buy-side integration hub 14b for messaging with buyers. The order application unit 12 includes a unit 12a comprising a portal, OpenMarket, now-known Divine, content management, an authentication unit, a unit 12b for user management and single sign-on server, a unit 12c for authentication and ordering such as the Ariba Marketplace 7.2, and a unit 12d for sourcing. The marketplace 10 also
30 includes a catalog unit 15 handling the upload, validation, and collection of catalog data. The marketplace 10 also includes a reverse proxy, such as one from Apache, for handling communications between customers and ASPs.

Automation of the source-order to cash process and components thereof through the marketplace 10 for direct materials offers significant value to buyers and sellers. Due to the complexity of supply chains and trading partner relationships within supply chains, many companies get involved in the manufacture of finished products. This is particularly true in a supply chain where one or more levels is fragmented with many smaller companies serving fewer larger companies. The processes described above provide significant productivity improvements within the supply chain by improving the information flow and automating the transaction process through e-commerce. Specifically, value is created by reducing the cost for individual companies to execute the sourcing process, which includes present, select quote, contract, forecast demand, and audit contracts. Also, value is created by reducing the cost for individual companies to execute the order to cash process, which includes negotiating for price, negotiating availability, processing orders, tracking order status, invoicing, acknowledging receipt of goods, and paying for goods purchased. Additionally, value is created by integrating the sourcing and order to cash processes.

A source of value creation is the more efficient use of assets. This includes increased human resource productivity, lower inventories, higher manufacturing capacity utilization and elimination of redundant information technology costs.

Core to the sourcing-order to cash process shown in Figure 25(A) is the support of contract formation between the buyer and seller for Master Agreements and other repeated purchases under one contract over time and orders, such as specific purchase events within or without a Master Agreement. The processes and the marketplace 10 comply with controlling law, which is of particular value in providing a multi-country or global solution by meeting local legal requirements, language requirements and business practices.

By integrating both the sourcing and order-to-cash process, the value creation is significantly increased. This solution supports existing business practiced in the industry, enables individual companies participating in the marketplace to independent set prices and business policies and practices while providing standardization of information flows and formats. Additionally, the processes minimize the cost of integration with the marketplace to lower the barrier to participation, enabling adoption of this more productive business process.

The marketplace 10 and processes offer a number of improvements. With respect to human resource productivity, the marketplace 10 automates each sub process to minimize involvement by people, integrates information technology systems of all participating buyers

and suppliers, provide alert notification to advise users of exceptions, provides a manual interface for management of exceptions, minimizes the manual processing steps, automates information flow among steps, offers centralized system administration for industry system and standardized master account information, automates work flow in decision making processes, 5 maximizes the number of transactions or events that can be managed between information technology systems by standardizing information format and flows and enabling business rules for trading partners. The marketplace 10 and processes provide automated reconciliation across the source order to cash process, reconciliation of prices, quantities, materials for contracts (Master Agreements) with demand forecasts, orders, invoices, receipt of goods, and payments 10 with discrepancies identified, reconciliation of prices, quantities, materials for price and availability requests with orders, invoices, receipt of goods, and payments, and reconciliation requests for quotes with contracts.

The marketplace 10 and processes also permit lower inventories. The marketplace 10 and processes increase the time period between order and delivery of order, increase the 15 accuracy of demand forecast, and increase the coverage of improved demand forecasting and orders with increased period between order and delivery.

The marketplace 10 and processes permit higher manufacturing capacity utilization. The marketplace 10 and processes increase the time period between order and delivery of order, increase the accuracy of demand forecast, increase the coverage of improved demand 20 forecasting and orders with increased period between order and delivery, and increase supplier reach, to quickly locate buyer for incremental capacity.

The marketplace 10 and processes eliminate redundant information technology costs. The cost of an independent marketplace that services an industry or multiple industries for the sourcing-order to cash business process or components thereof is similar to the cost for any 25 individual marketplace participant to provide a similar solution. This creates significant cost leverage.

The UltraLite integration is another advantage of the invention. The UltraLite integration offers the lowest incremental cost for integration with Buyer for e-marketplace order placement which leverages existing ERP system, leverages existing access to the internet, and 30 requires a minimal one time set up cost. The UltraLite integration can be expanded incrementally to additional levels of integration including change request, order response, change request response, shipping notice, invoice, etc.

The P&A query is another benefit to buyers and suppliers provided by the marketplace 10. Currently prices and availability are determined by dialog between buyer and seller for each specific order. The marketplace 10 and processes permit this P& A query to occur as part of the ordering process.

5 With both UltraLite integration and the P&A query, an order process can be initiated through an integration hub or browser accessed marketplace 10 without human intervention, following the initial setup. This order can be automatically process through the marketplace 10 with directly to ERP systems of integration suppliers. Other than for exceptions identified by the marketplace 10 , where the request did not match the response, no manual intervention is
10 required.

The foregoing description of the preferred embodiments of the invention has been presented only for the purpose of illustration and description and is not intended to be exhaustive or to limit the invention to the precise forms disclosed. Many modifications and variations are possible in light of the above teaching.

15 The embodiments were chosen and described in order to explain the principles of the invention and their practical application so as to enable others skilled in the art to utilize the invention and various embodiments and with various modifications as are suited to the particular use contemplated.

20

CLAIMS

What is claimed:

1. A method of forming an on-line contract between a buyer and a seller for the purchase of goods, comprising:
 - the buyer requesting a requisition check on desired goods and generating an electronic requisition check message;
 - the seller receiving the electronic requisition check message;
 - the seller determining the ability to fulfill the requisition check on the desired goods requested by the buyer;
 - the seller generating an electronic requisition check response reflecting the ability of the seller to fulfill the requisition check on the desired goods;
 - the buyer generating an order based on the response to the requisition check on the desired goods;
 - the seller receiving the order and generating an order response, the order response containing an indication of the seller's acceptance of the order.
2. The method as set forth in claim 1, wherein requesting a requisition check comprises requesting a check on price of goods and determining the ability to fulfill the requisition check comprises responding to the check on the price of goods.
3. The method as set forth in claim 1, wherein requesting a requisition check comprises requesting a check on availability of goods and determining the ability to fulfill the requisition check comprises responding to the check on the ability of the availability of goods from the seller.
4. The method as set forth in claim 1, wherein requesting a requisition check comprises requesting a check on price and availability of goods and determining the ability to fulfill the requisition check comprises responding to the check on the price and availability of the goods from the seller.
5. The method as set forth in claim 1, wherein the buyer requesting a requisition

check involves items from multiple sellers and wherein the seller receiving the electronic requisition check message comprises a plurality of sellers receiving the electronic requisition check message for goods associated with each seller.

6. The method as set forth in claim 1, wherein requesting a requisition check comprises issuing the requisition check from the buyer's enterprise resource system.

7. The method as set forth in claim 1, further comprising receiving a change order request from one of the buyer and seller on an order and receiving a response from the other of the buyer and seller on the change order request.

8. A method of enabling an on-line contract to be created between a buyer and a seller for the purchase of goods through an on-line marketplace, comprising:

receiving a price and availability check message from a buyer at the on-line marketplace, the price and availability check message requesting information from a seller on the availability and price of desired goods from the seller;

forwarding the price and availability check message from the on-line marketplace to the seller associated with the desired goods;

receiving a price and availability response at the on-line marketplace from the seller reflecting the availability of the desired goods requested by the buyer;

forwarding the price and availability response from the on-line marketplace to the buyer; receiving an order from the buyer for the desired goods at the on-line marketplace, the order identifying the availability and price of the desired goods;

forwarding the order from the on-line marketplace to the seller;

receiving an order response from the seller at the on-line marketplace, the order response containing an indication of the seller's acceptance of the order.

9. The method as set forth in claim 8, wherein receiving the price and availability request message comprises receiving the price and availability request message related to multiple items from multiple sellers and forwarding the price and availability request message comprises forwarding the price and availability request message to the multiple sellers.

10. The method as set forth in claim 8, wherein receiving the price and availability check message from the buyer comprises receiving the price and availability check message through a file transfer from the buyer.

11. The method as set forth in claim 8, wherein receiving the order from the buyer comprises receiving authorization from the buyer to automatically accept the order.

12. The method as set forth in claim 8, wherein receiving the price and availability check message comprises receiving the price and availability check message from a buyer's enterprise resource planning system.

13. The method as set forth in claim 8, further comprising receiving a change order request specifying a change in the order from one of the buyer and seller and receiving a change order response from the other of the buyer and seller.

14. The method as set forth in claim 8, further comprising forming a master agreement between the buyer and the seller governing sourcing of goods from the seller to the buyer and receiving the order from the buyer and receiving the order response from the seller are for fulfilling an order under the master agreement.

15. The method as set forth in claim 8, further comprising demand forecasting and initiating the price and availability request based on the demand forecasting.

16. The method as set forth in claim 8, further comprising providing notification to the buyer on a shipping status of the goods.

17. The method as set forth in claim 8, further comprising providing notification to the seller upon receipt of the goods by the buyer.

18. The method as set forth in claim 8, further comprising invoicing the buyer on behalf of the seller.

19. The method as set forth in claim 8, further comprising assisting in payment of the seller by the buyer.

20. A method of enabling sourcing of goods from a seller to a buyer through an on-line marketplace, comprising:

- receiving a selection of desired goods from the buyer at the on-line marketplace;
- receiving a request for a quote from the buyer at the on-line marketplace, the request for the quote seeking the quote for the seller to source the desired goods to the buyer;
- forwarding the request for the quote from the on-line marketplace to the seller;
- receiving a response to the request for quote from the seller at the on-line marketplace, the response from the seller providing the quote for the seller to source the desired goods to the buyer;
- generating at the on-line marketplace terms of a master agreement between the buyer and seller;
- forecasting at the on-line marketplace demand by the seller for the desired goods; and
- facilitating at the on-line marketplace orders dictated by the terms of the master agreement.

21. The method as set forth in claim 20, further comprising:

- receiving a price and availability check message from the buyer at the on-line marketplace, the price and availability check message requesting information from a seller on the availability and price of desired goods from the seller;
- forwarding the price and availability check message from the on-line marketplace to the seller associated with the desired goods;
- receiving a price and availability response at the on-line marketplace from the seller reflecting the availability of the desired goods requested by the buyer;
- forwarding the price and availability response from the on-line marketplace to the buyer;
- receiving an order from the buyer for the desired goods at the on-line marketplace, the order identifying the availability and price of the desired goods;
- forwarding the order from the on-line marketplace to the seller; and
- receiving an order response from the seller at the on-line marketplace, the order response containing an indication of the seller's acceptance of the order.

22. The method as set forth in claim 20, further comprising receiving a change order request specifying a change in the order from one of the buyer and seller and receiving a change order response from the other of the buyer and seller.

23. The method as set forth in claim 20, further comprising providing an on-line catalog of goods from the sellers.

24. The method as set forth in claim 20, further comprising reconciling orders with the master agreement.

25. The method as set forth in claim 20, further comprising managing payment between the buyer and the seller.

26. The method as set forth in claim 25, further comprising reconciling payment with the master agreement.

27. A method of forming an on-line contract between a buyer and a seller, comprising:

providing an on-line marketplace for the sale of goods from the seller to the buyer;

receiving an order for goods from the buyer, the order specifying a country where the goods will be shipped;

providing terms and conditions from the seller governing transactions in a plurality of countries;

linking, with the order, the terms and conditions from the seller for the country where the goods will be shipped as specified in the order;

providing an opportunity for the buyer to review the terms and conditions from the seller for the country where the goods will be shipped; and

receiving acceptance of the order from the seller;

wherein receiving the order from the buyer constitutes an offer under the on-line contract and receiving the acceptance results in the forming of the on-line contract.

28. The method as set forth in claim 27, further comprising providing both the buyer and the seller an opportunity to abort an order based on input error.

29. The method as set forth in claim 27, further comprising providing a centralized dispute resolution procedure for the buyer and seller.

30. The method as set forth in claim 27, further comprising permitting the on-line contract to be governed by terms and conditions provided through an existing agreement between the buyer and seller.

31. The method as set forth in claim 27, further comprising permitting the buyer and seller to depart from the terms and conditions provided by the seller for the country where the goods will be shipped.

32. The method as set forth in claim 27, wherein providing terms and conditions from the seller governing transactions in a plurality of countries comprises receiving the terms and conditions from the seller.

33. The method as set forth in claim 32, wherein receiving the terms and conditions comprises receiving terms and conditions that vary with each country.

34. The method as set forth in claim 32, wherein receiving the terms and conditions comprises receiving technical disclaimer on the goods from the seller.

35. The method as set forth in claim 32, wherein receiving the terms and conditions comprises receiving terms and conditions from multiple sellers.

36. The method as set forth in claim 35, wherein receiving the terms and conditions from multiple sellers comprises receiving different terms and conditions from the sellers for each country.

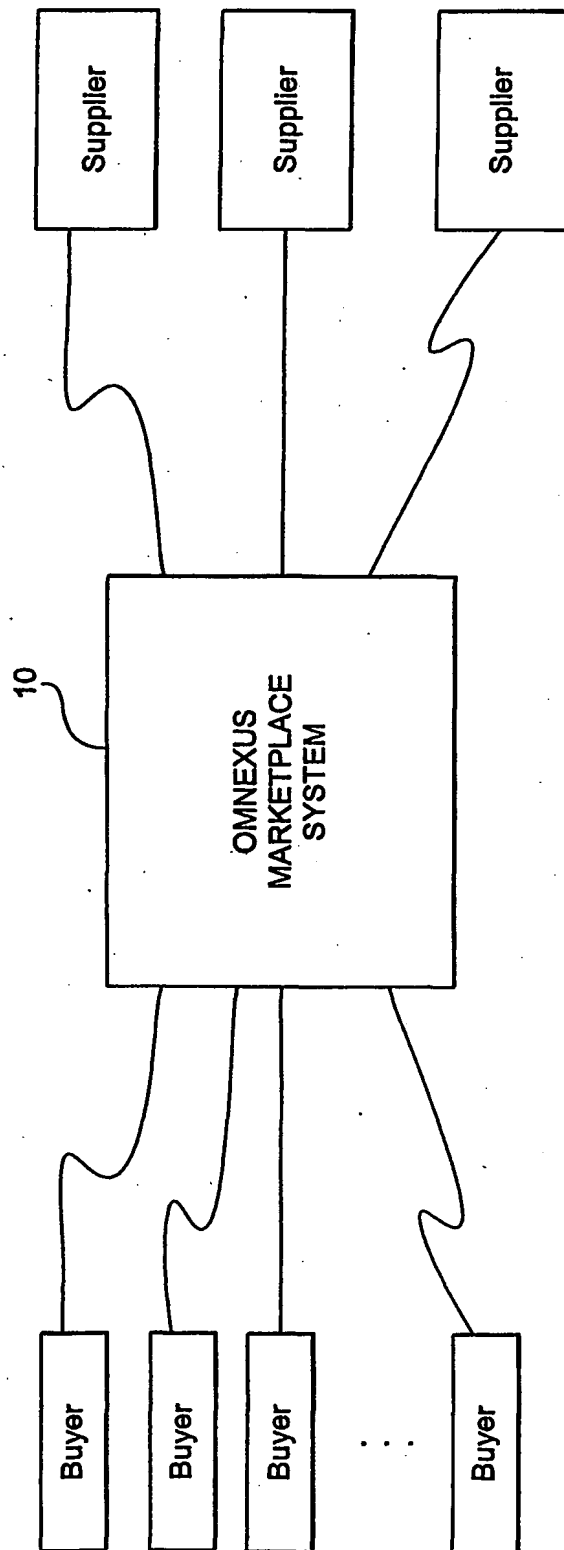


FIGURE 1

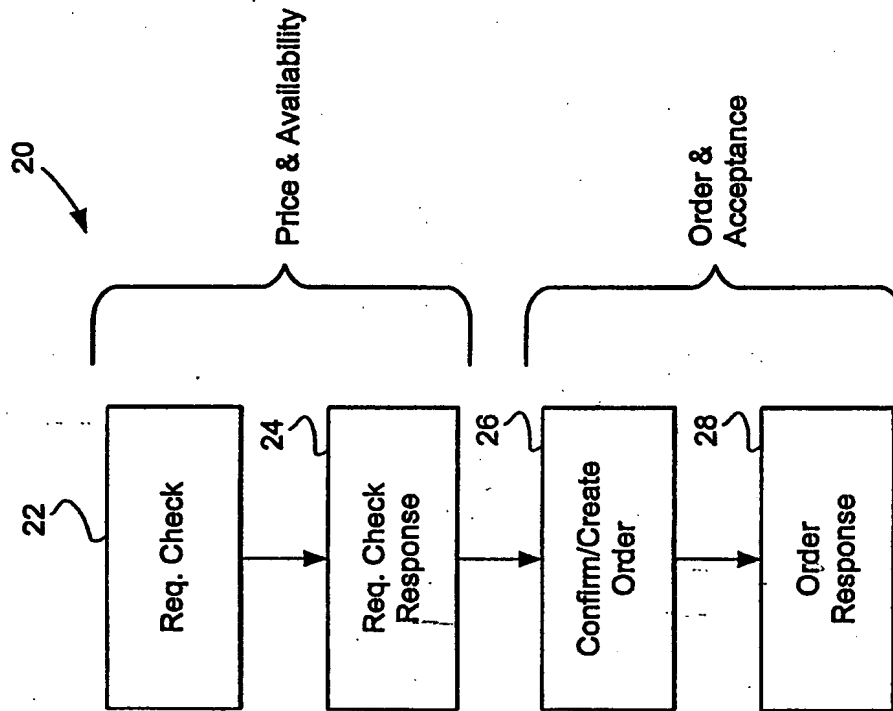


FIGURE 2

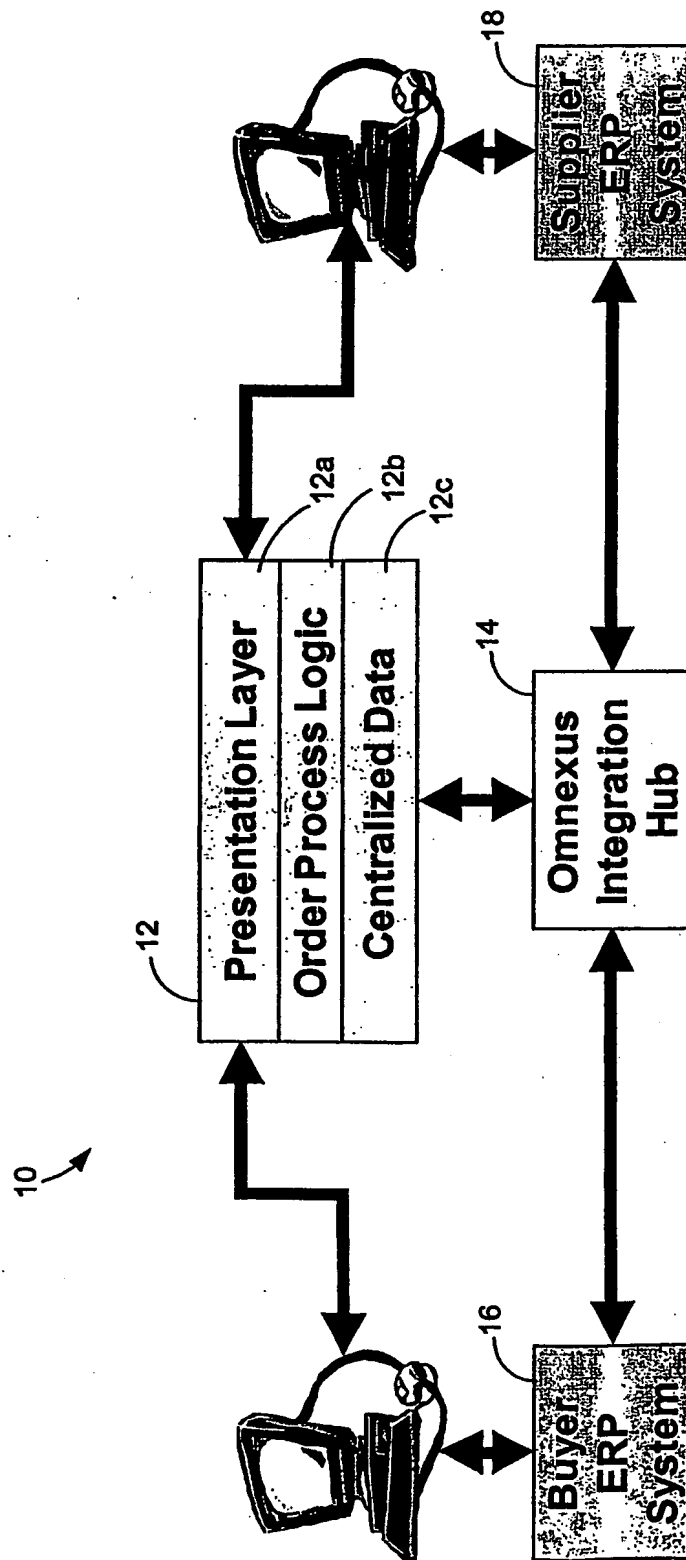


FIGURE 3

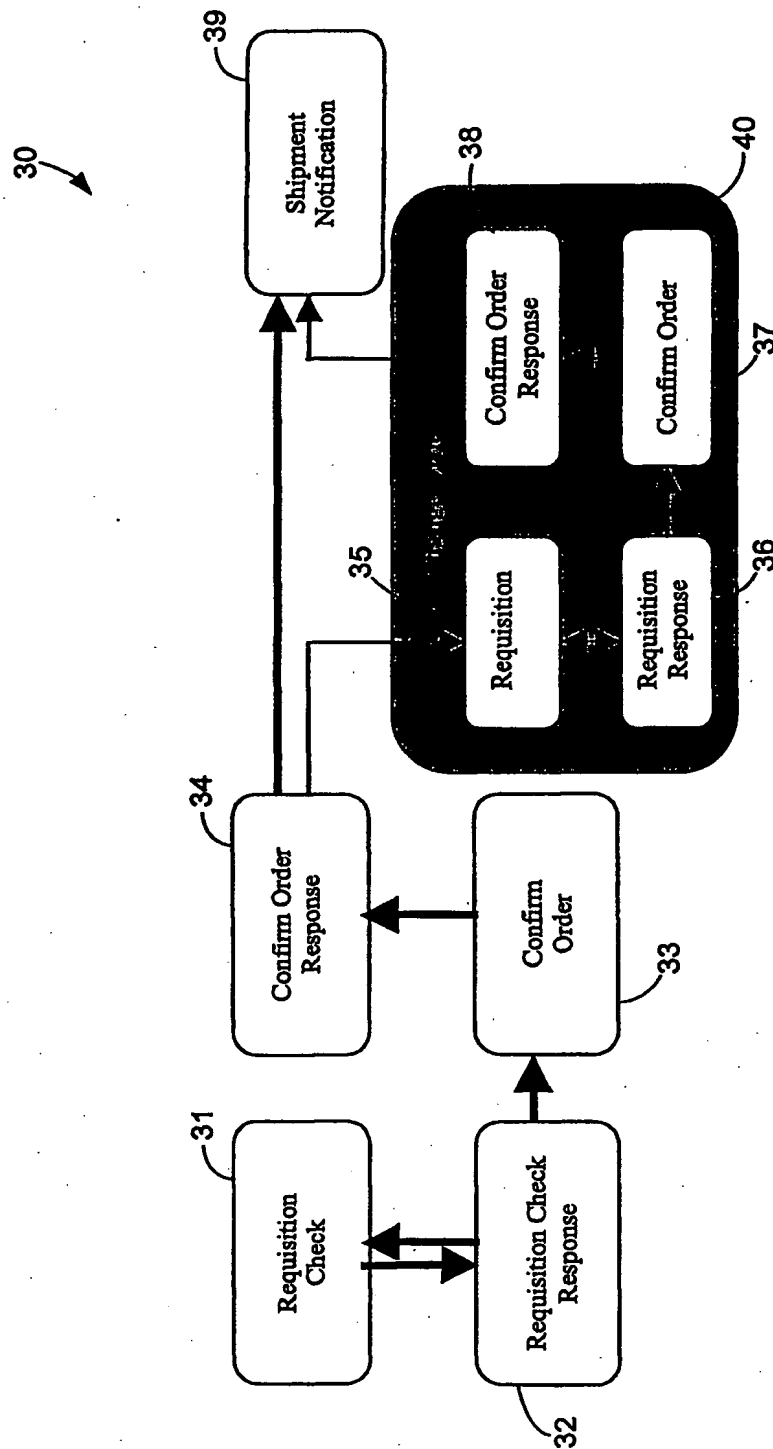


FIGURE 4

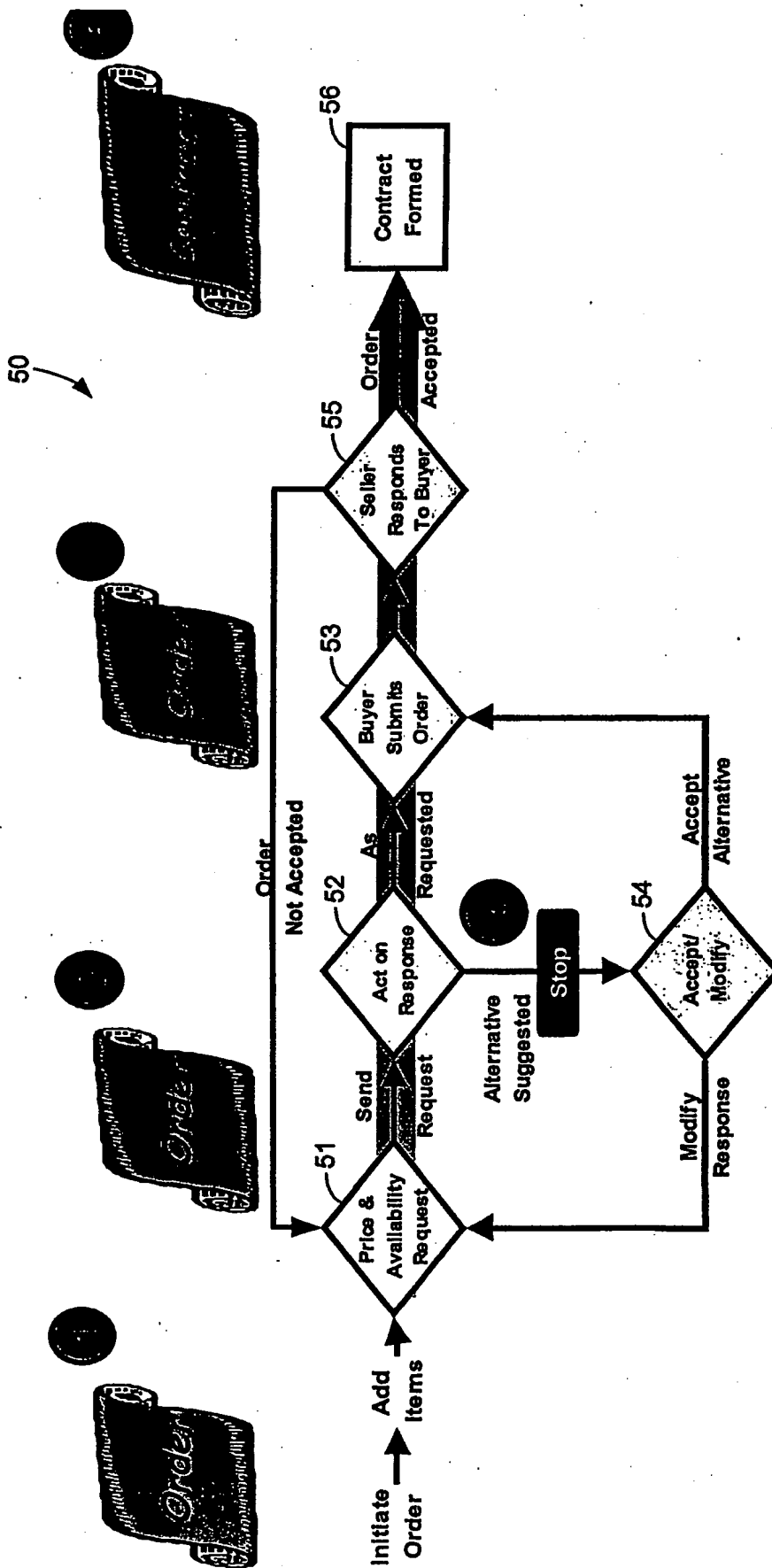


FIGURE 5

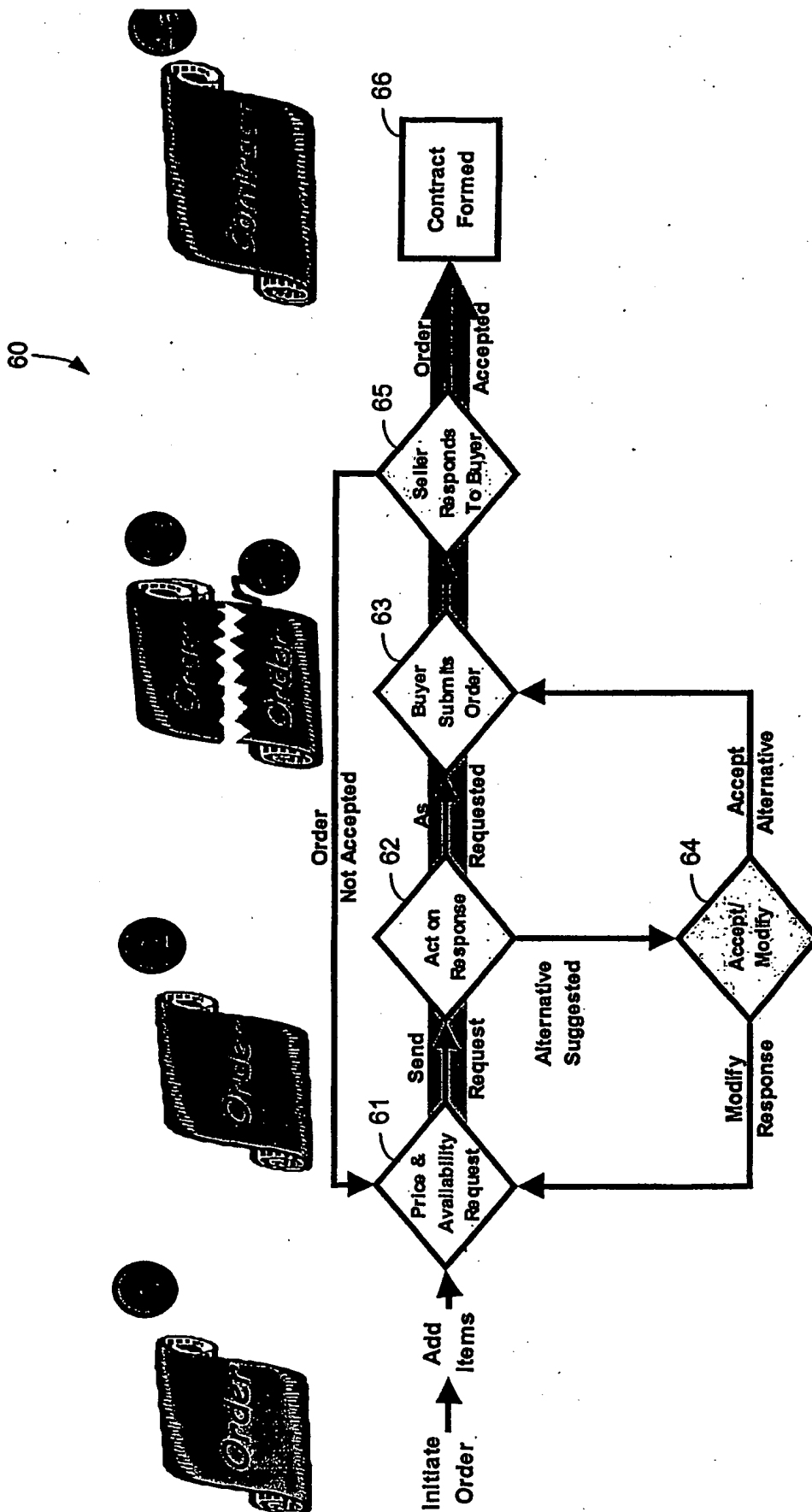


FIGURE 6

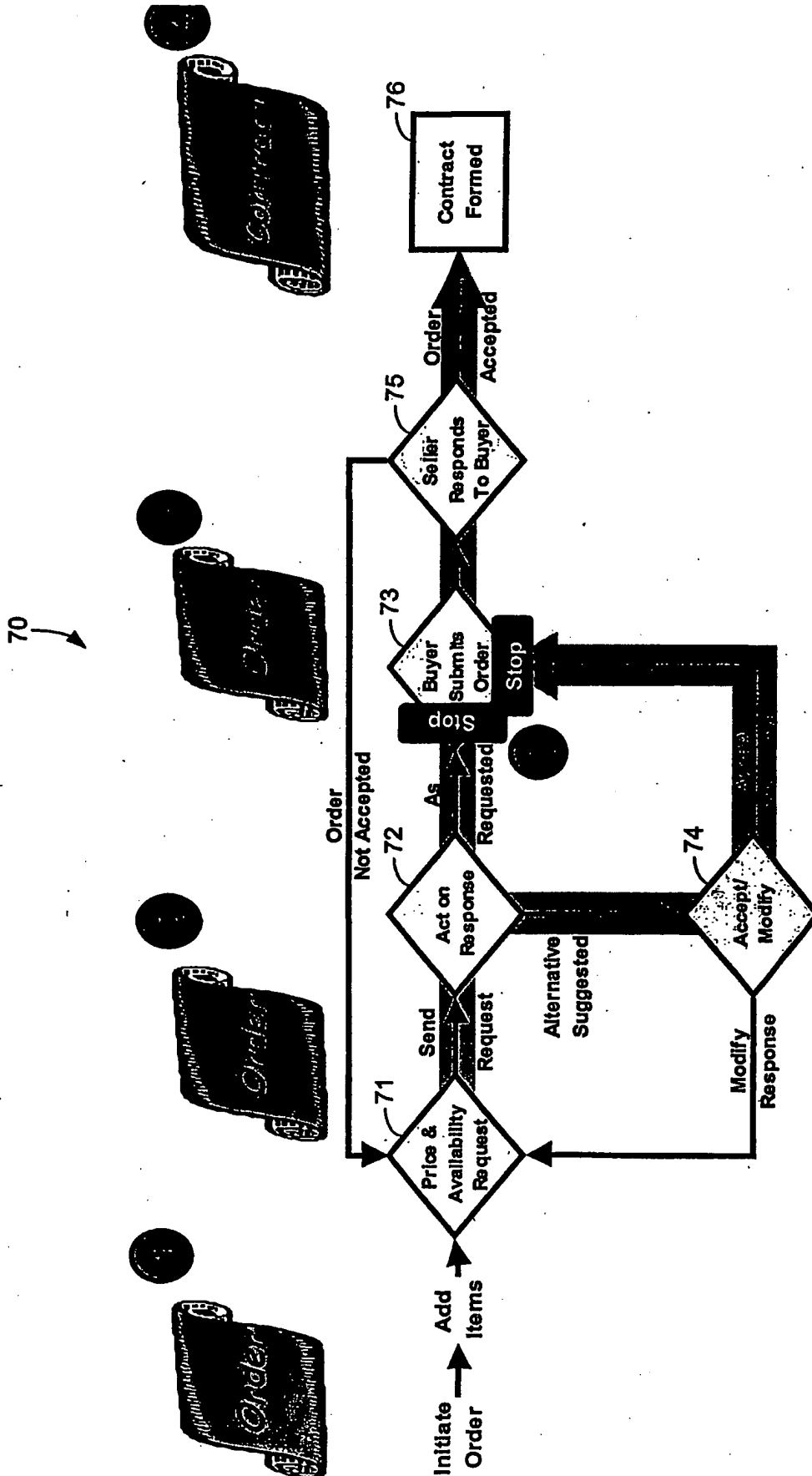


FIGURE 7

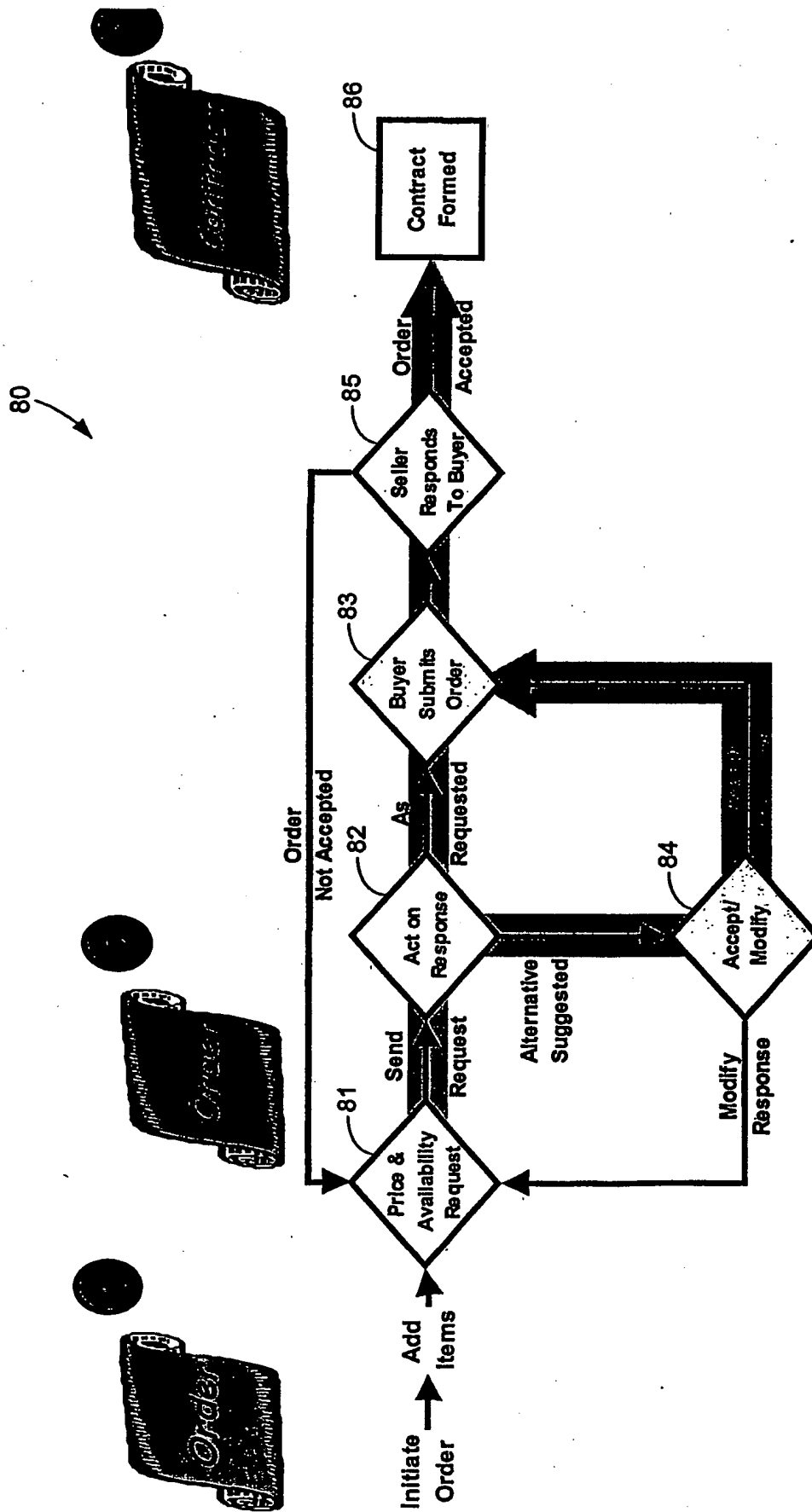


FIGURE 8

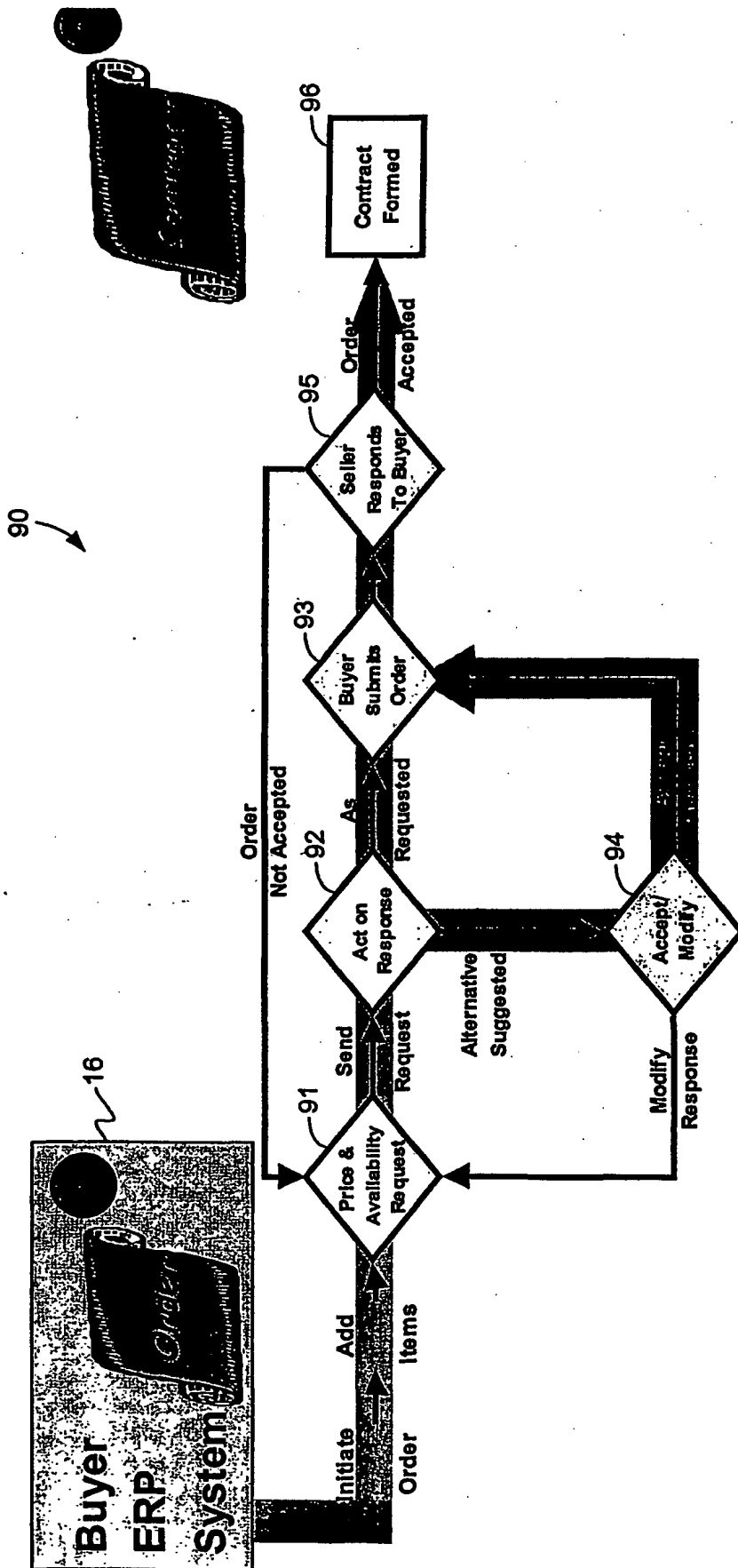


FIGURE 9

FIGURE 10

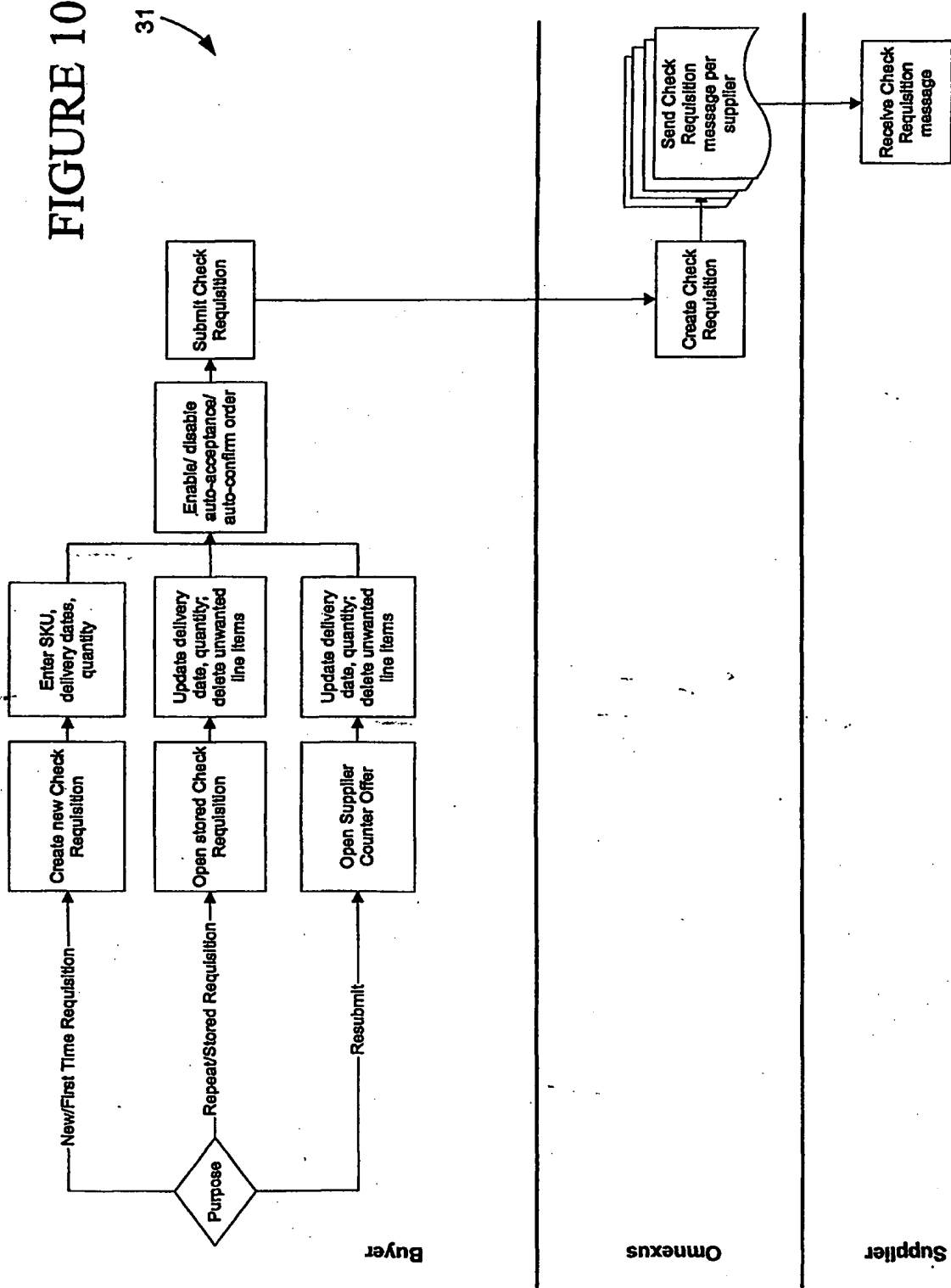


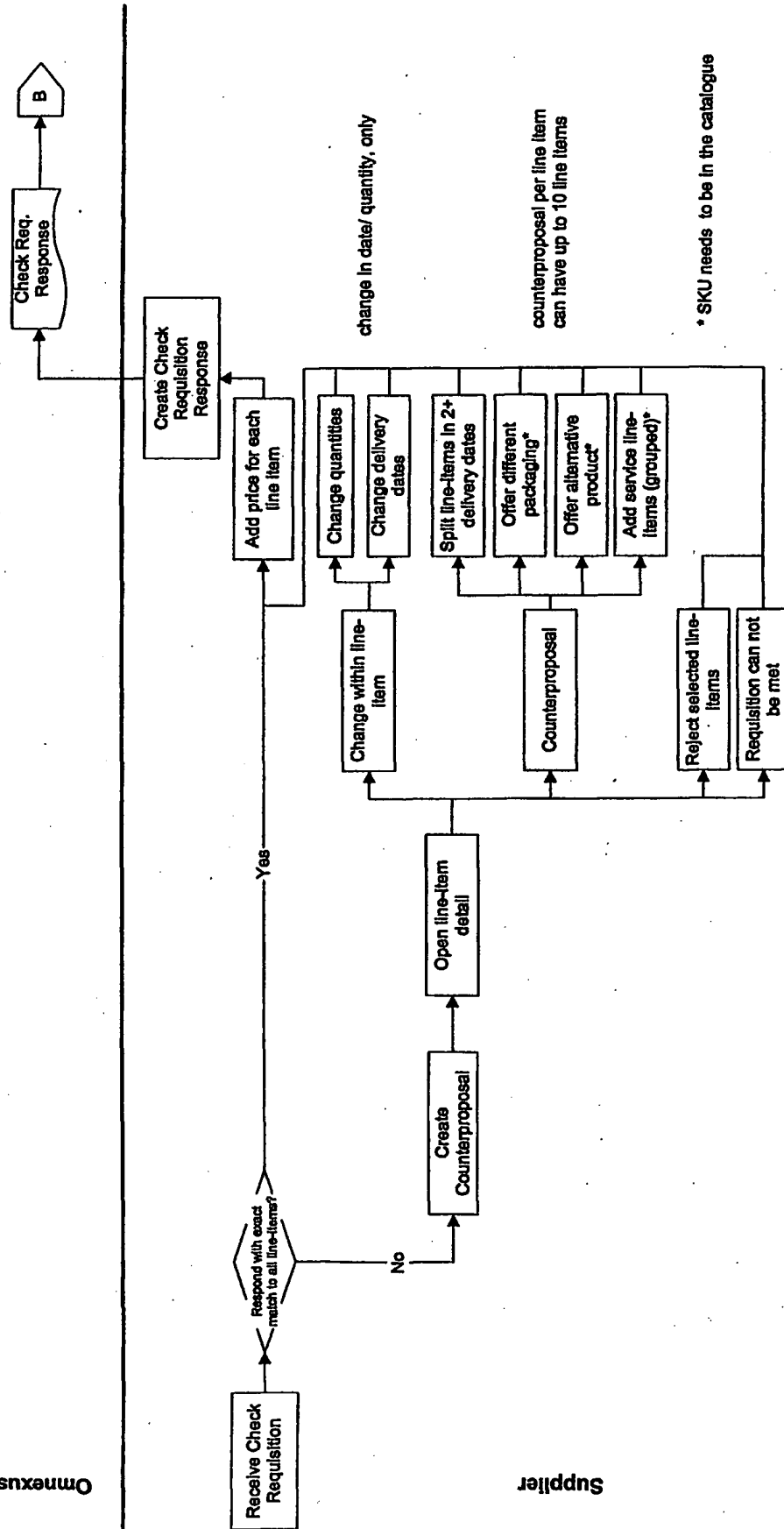
FIGURE 11(A)

32

Buyer

Omnexus

Supplier



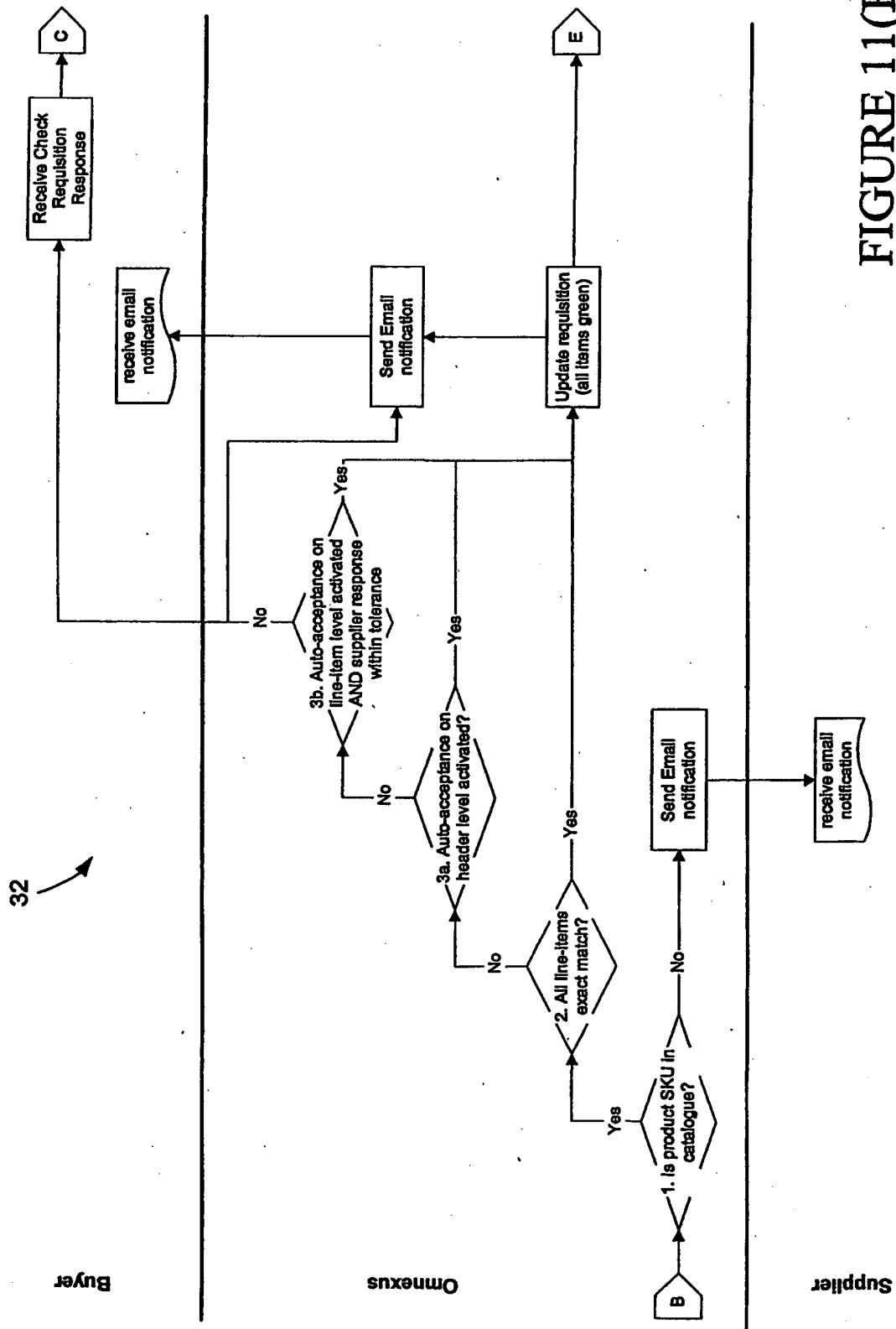


FIGURE 11(B)

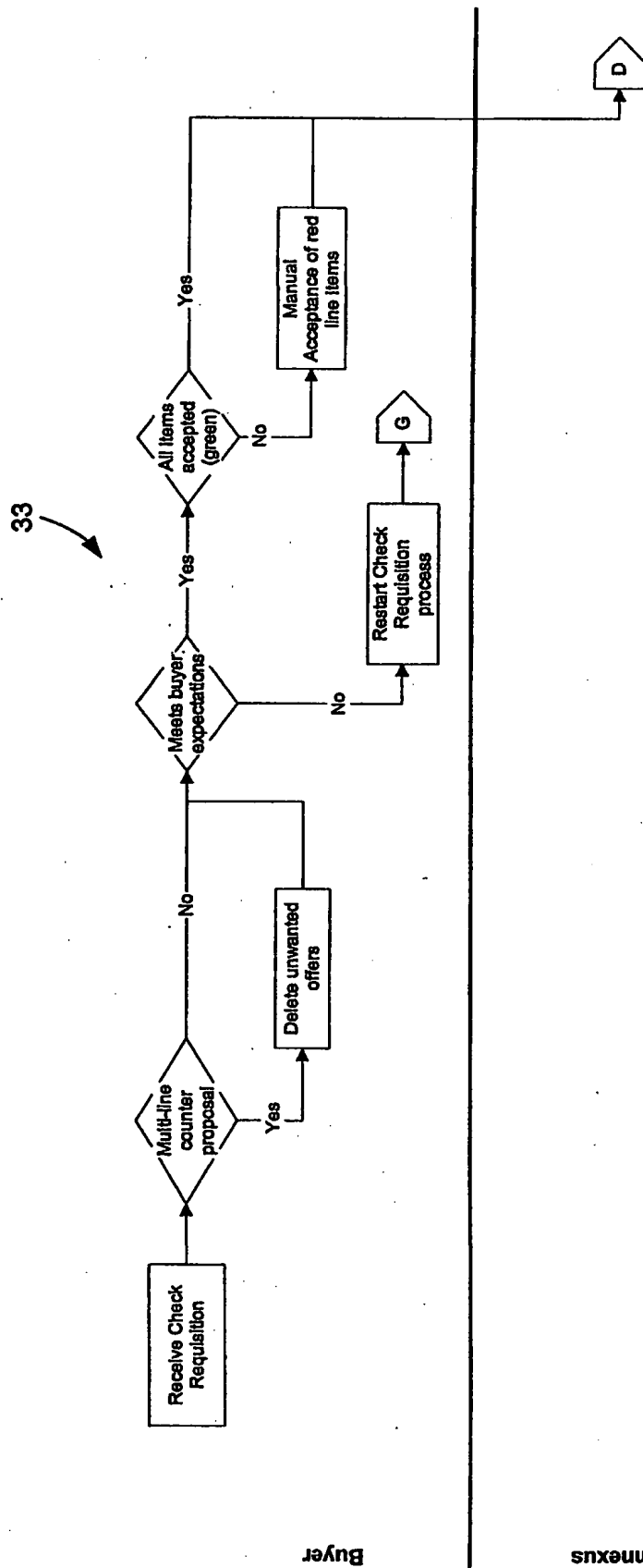


FIGURE 12(A)

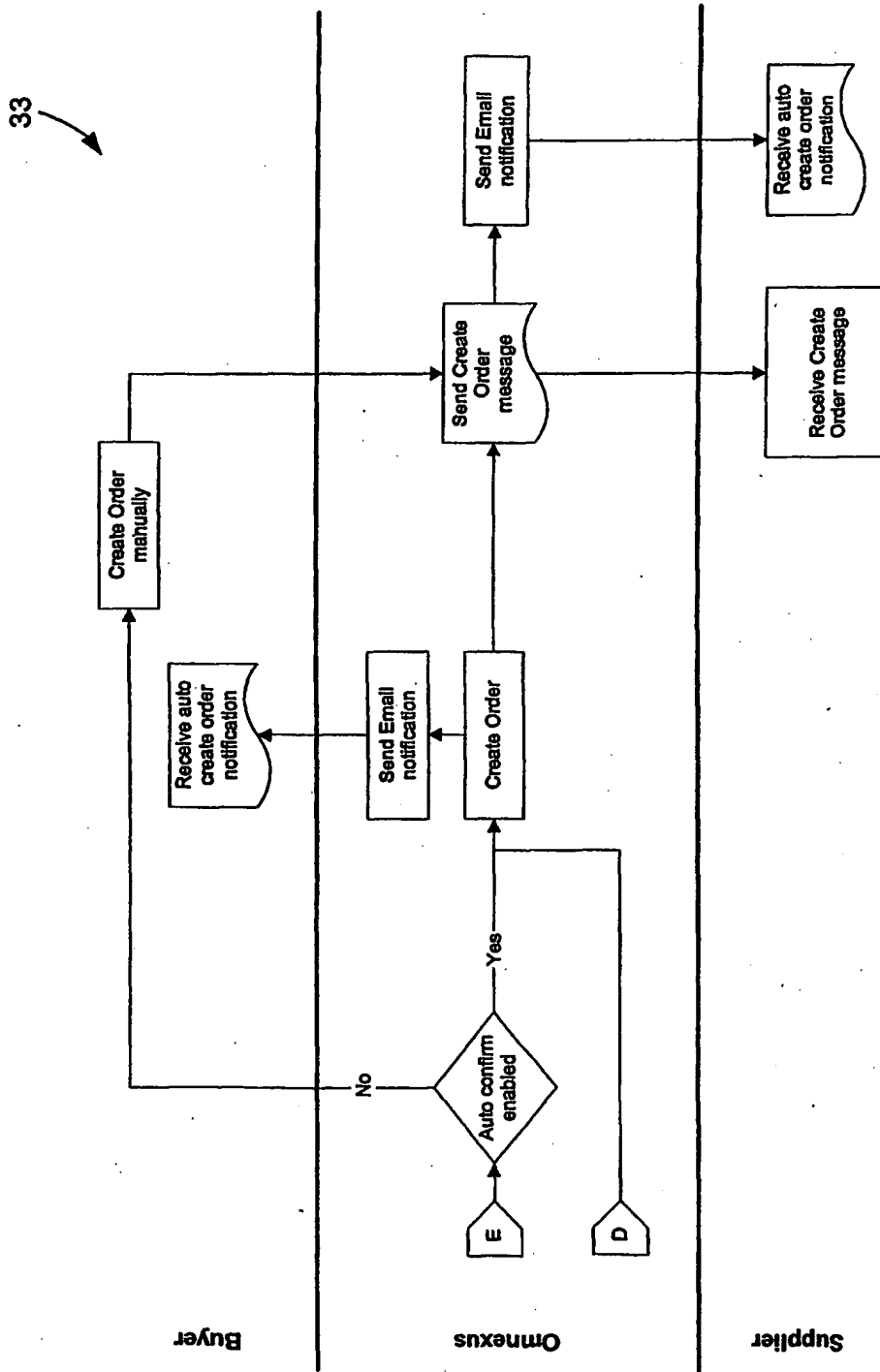
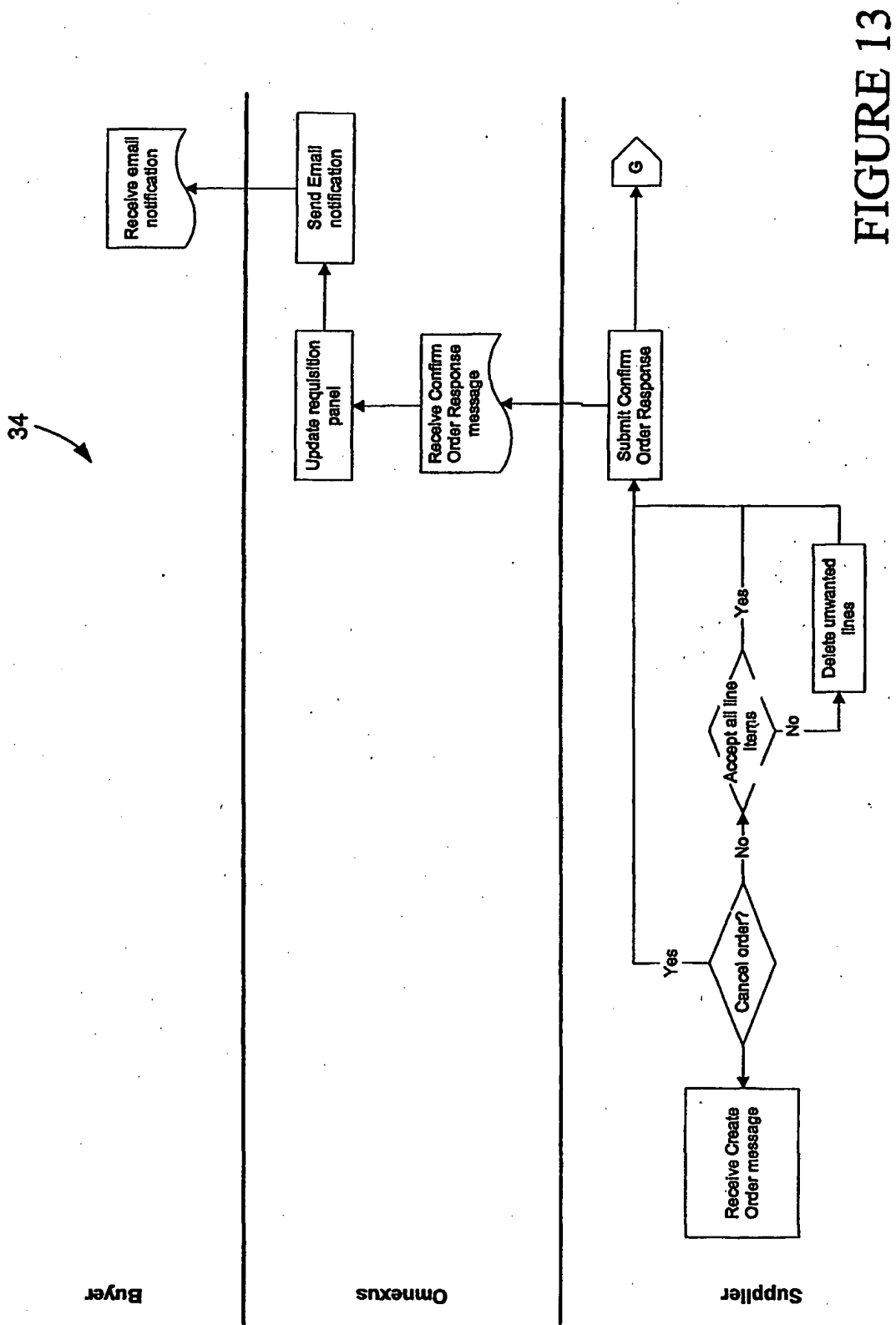


FIGURE 12(B)



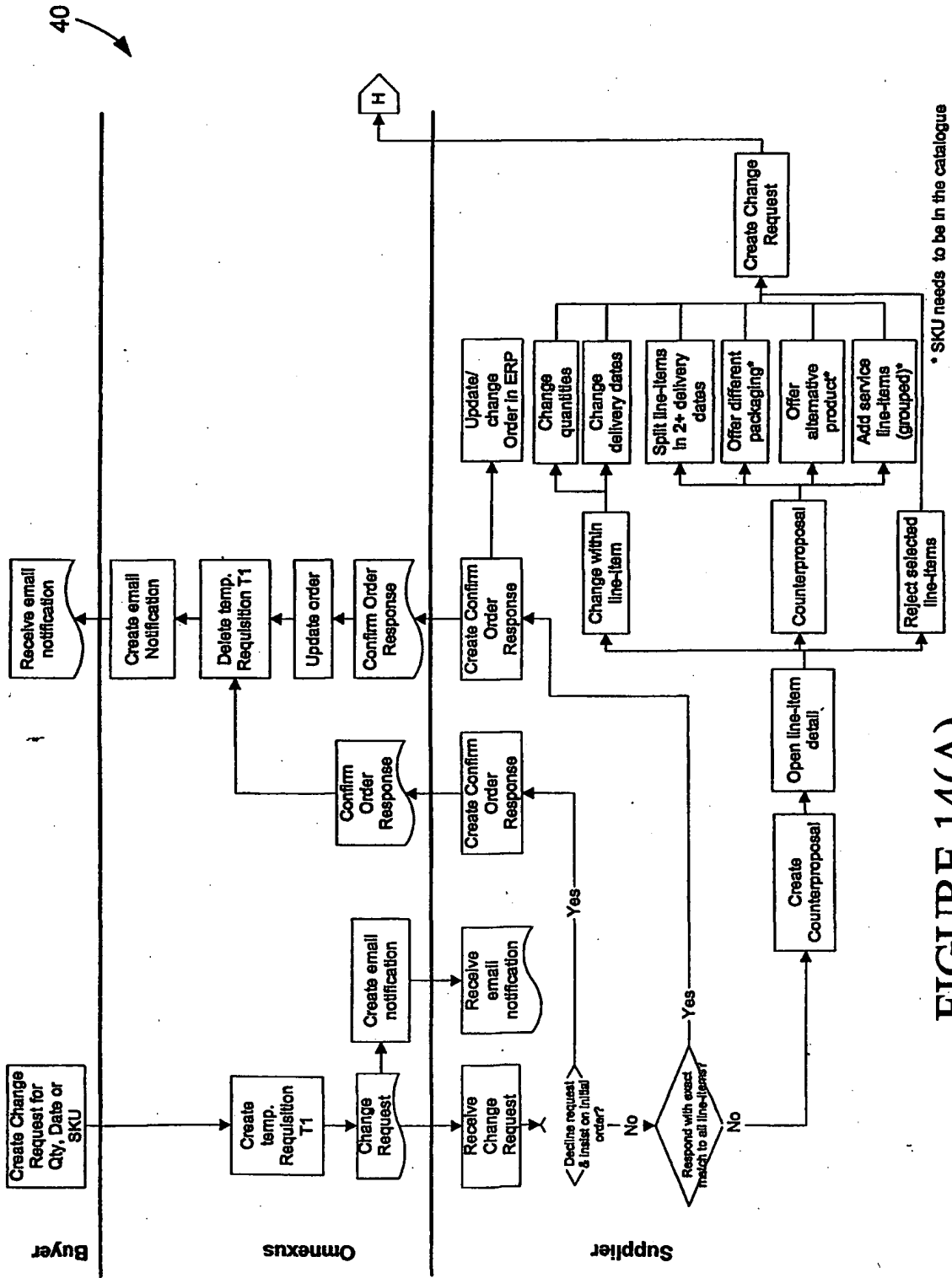


FIGURE 14(A)

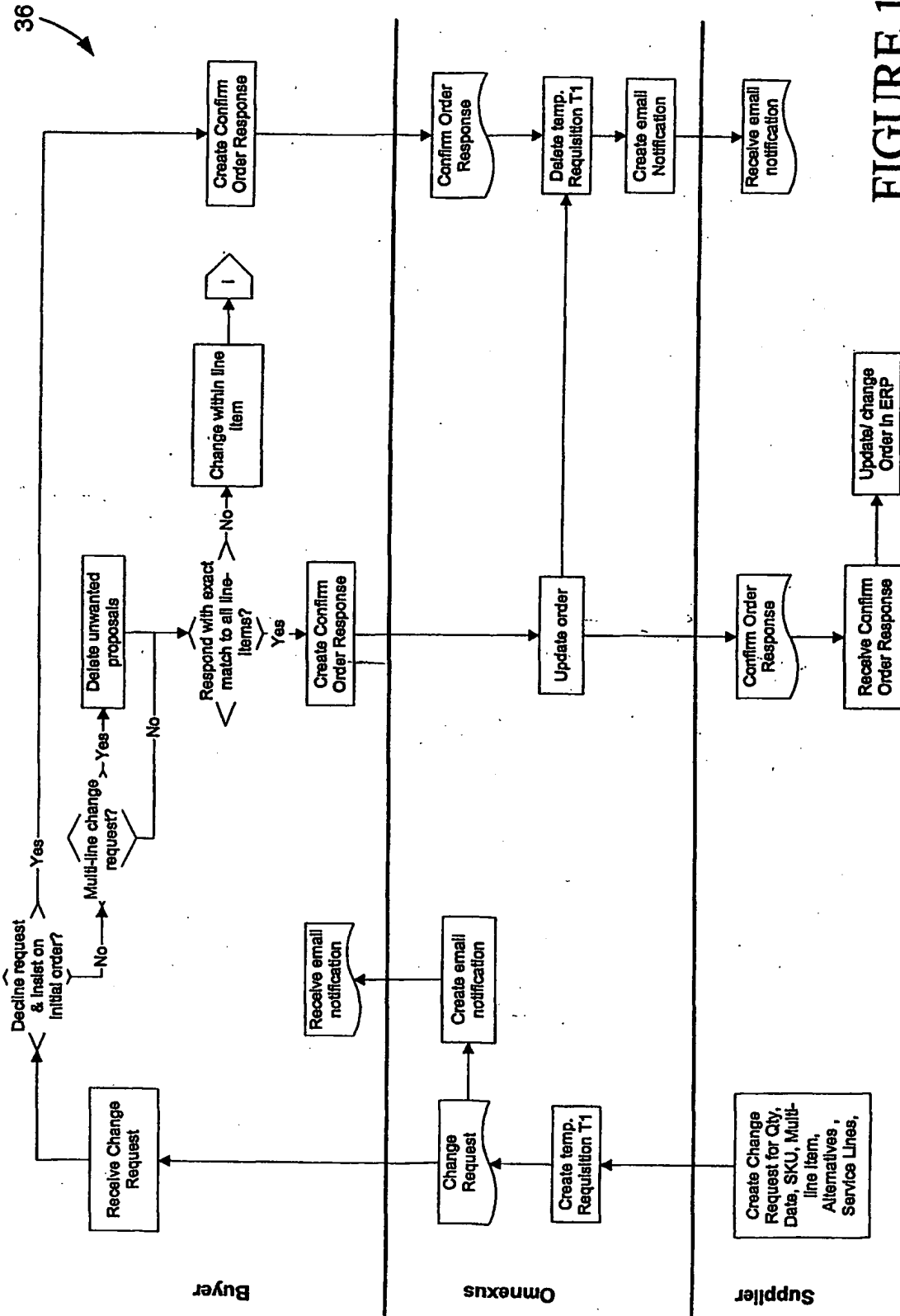


FIGURE 15(A)

36

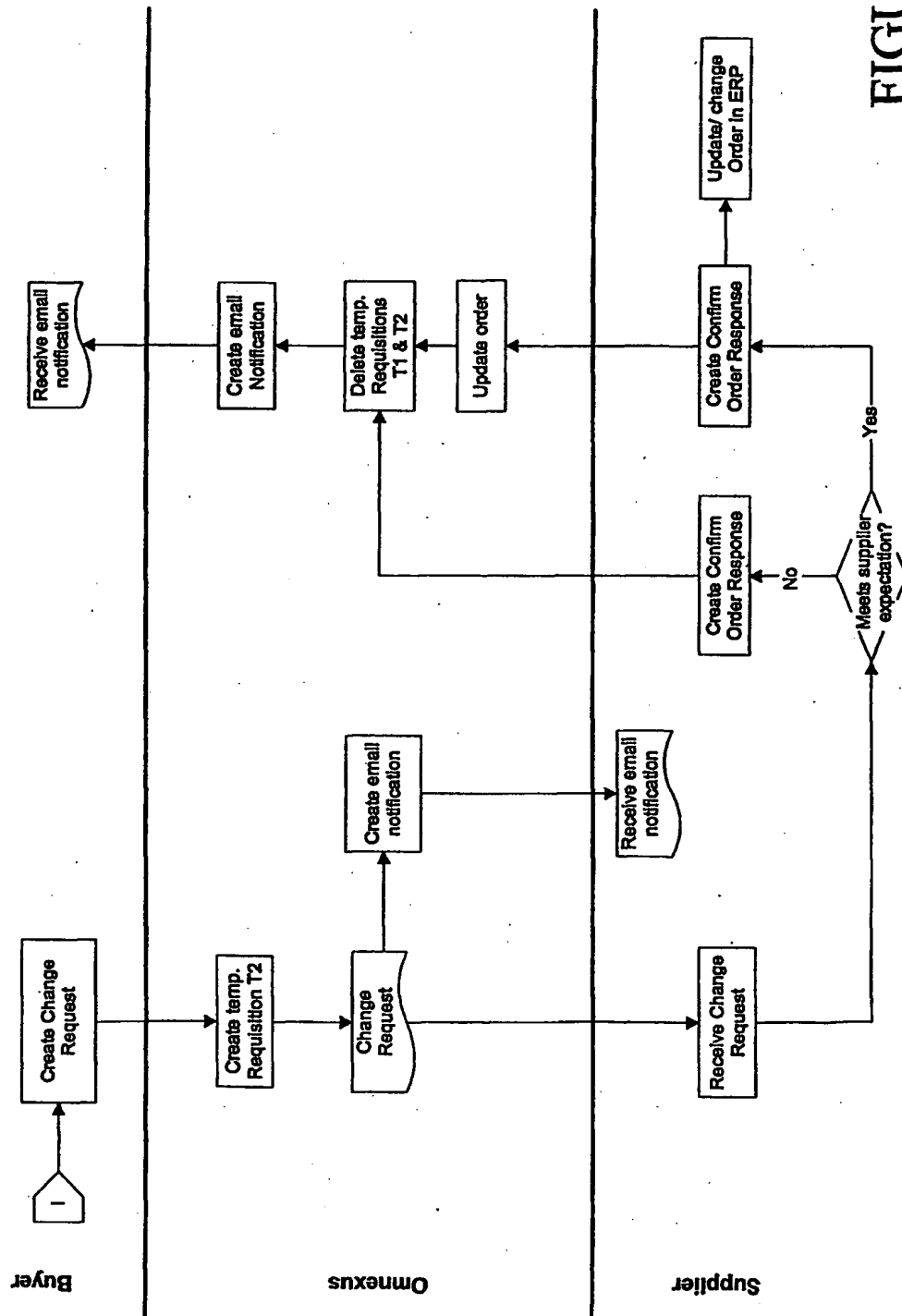


FIGURE 15(B)

39

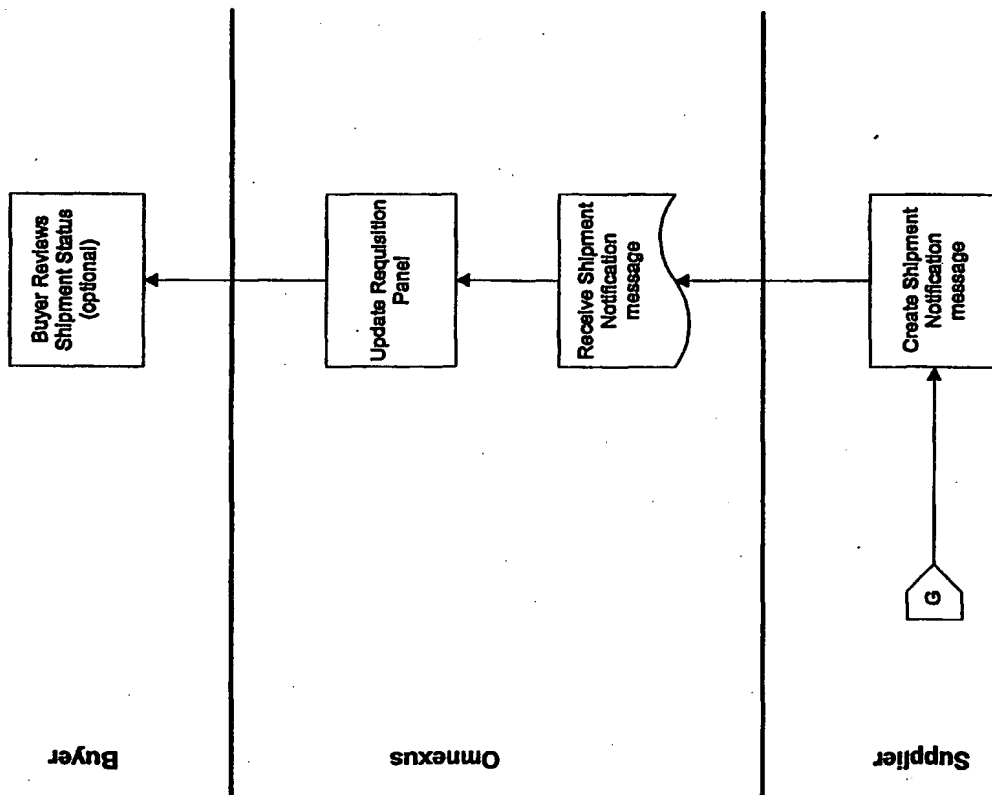


FIGURE 16

100

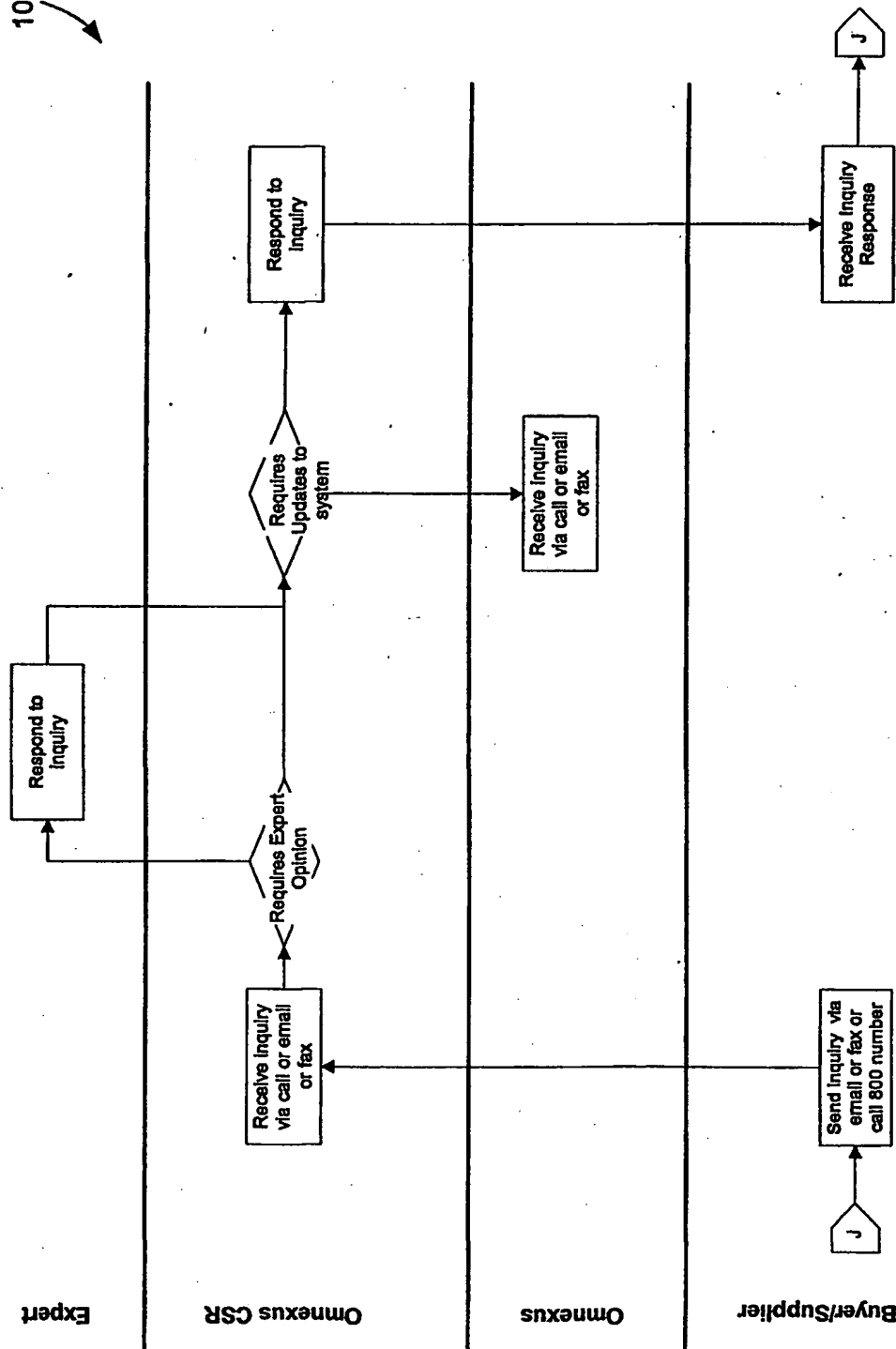


FIGURE 17

Requisition Check Process

31

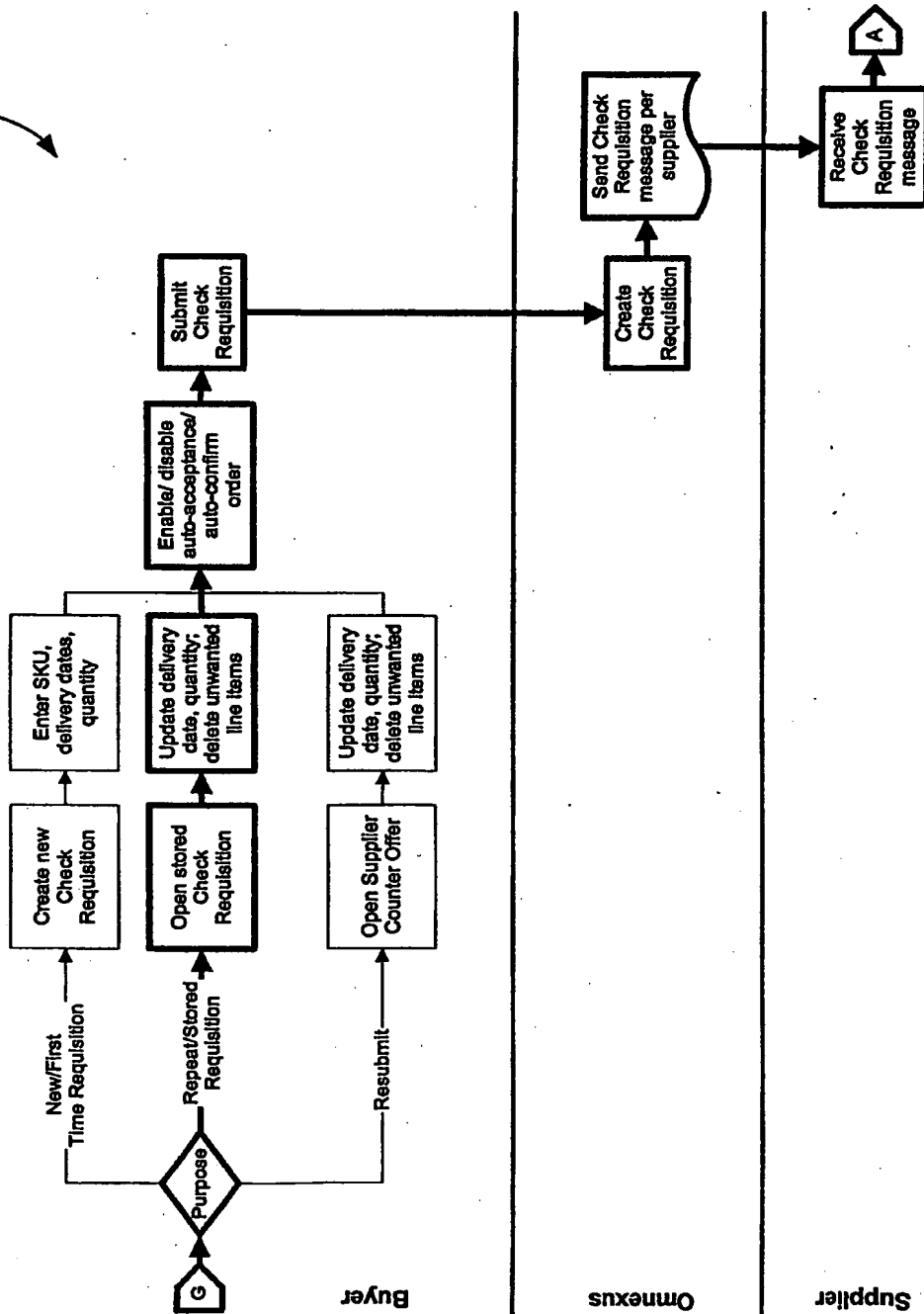


FIGURE 18(A)

Requisition Check Response Process

32

Buyer

Omnexus

Supplier

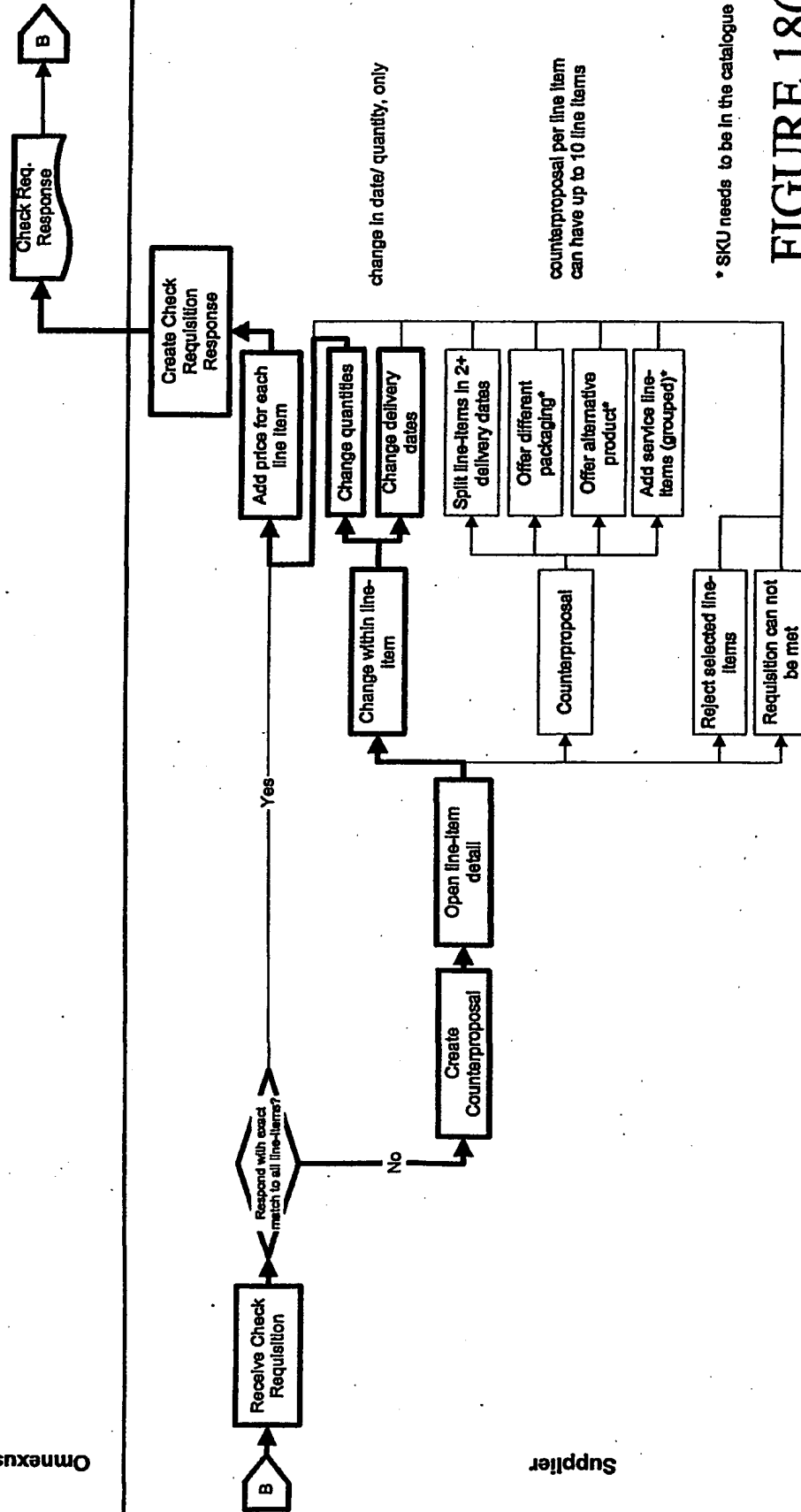


FIGURE 18(B)

32

Requisition Check Response Process (cont'd)

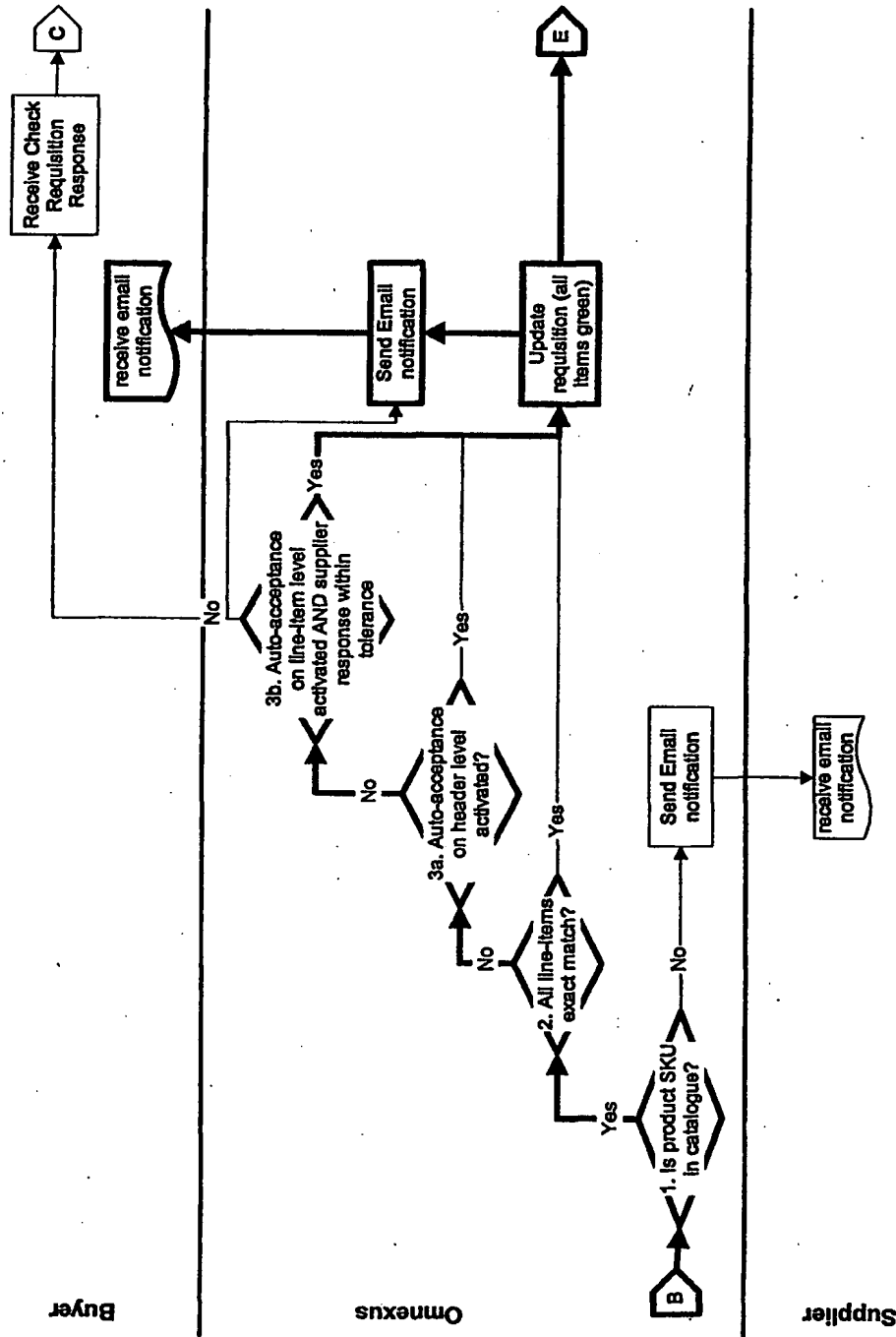


FIGURE 18(C)

Create/ Confirm Order Process

33

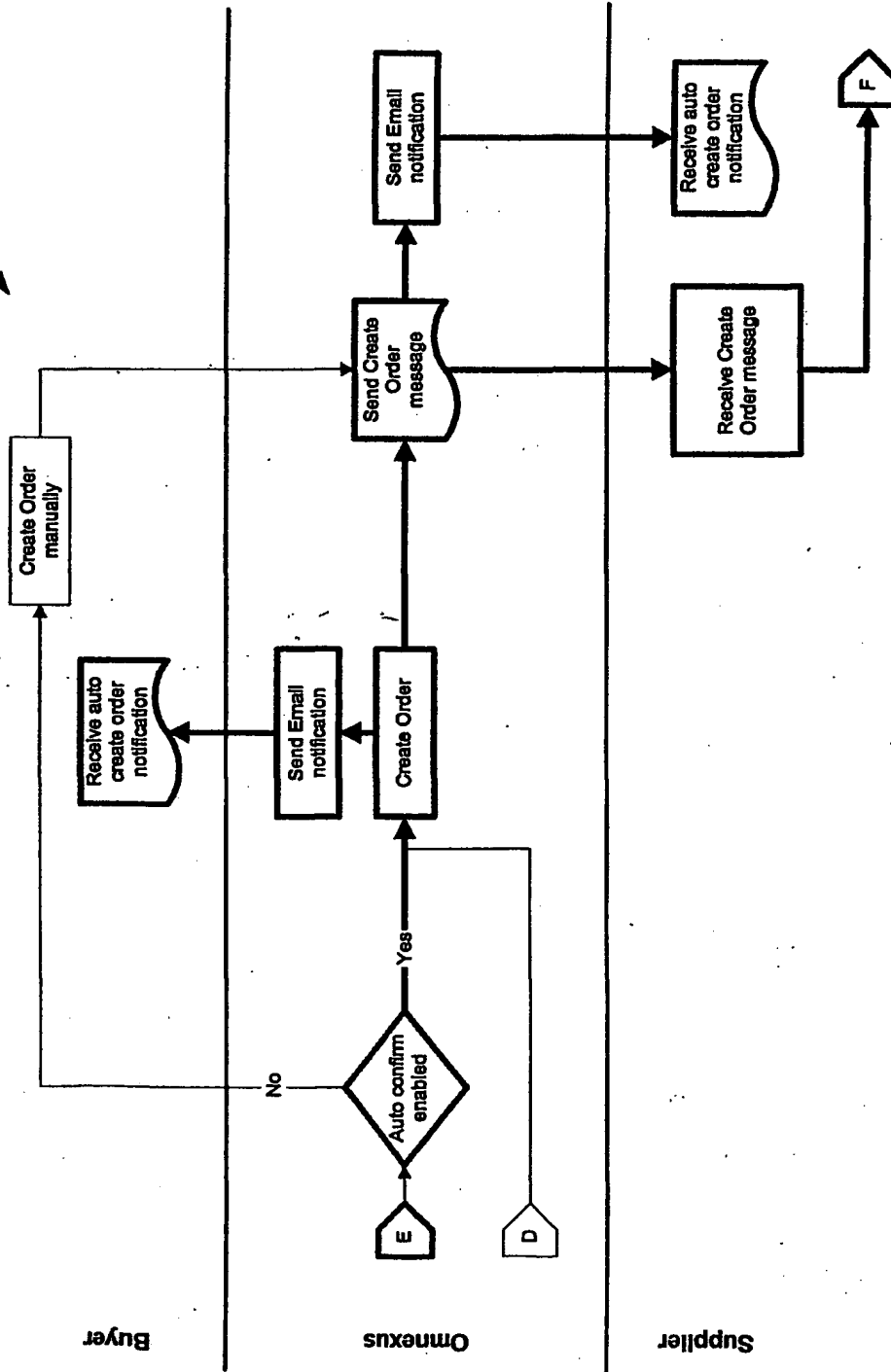


FIGURE 18(D)

Confirm Order Response Process

34

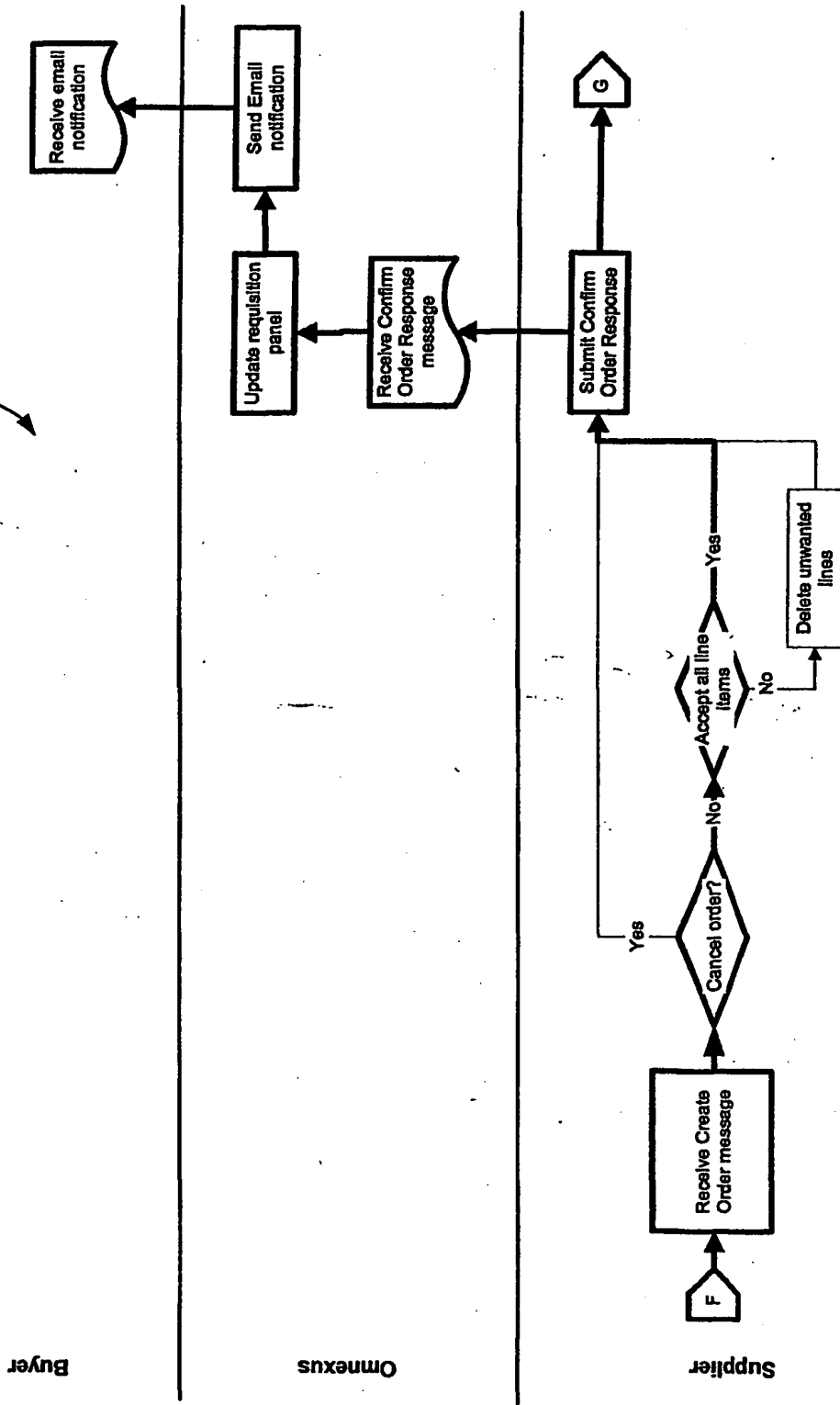


FIGURE 18(E)

Shipment Notification

39

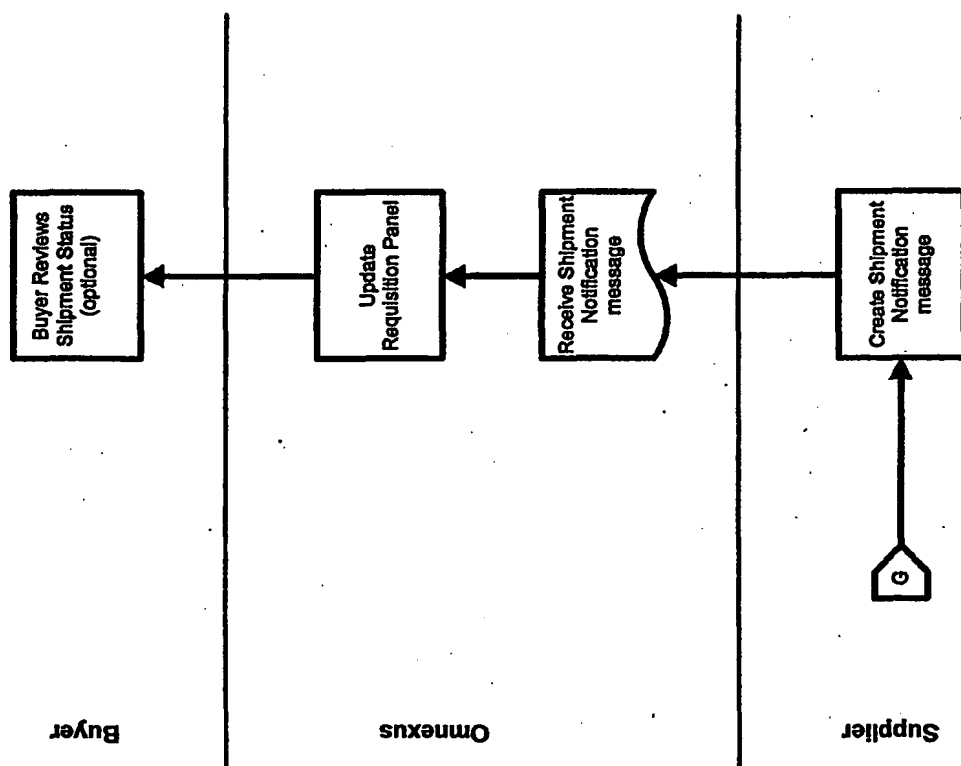


FIGURE 18(F)

Requisition Check Process

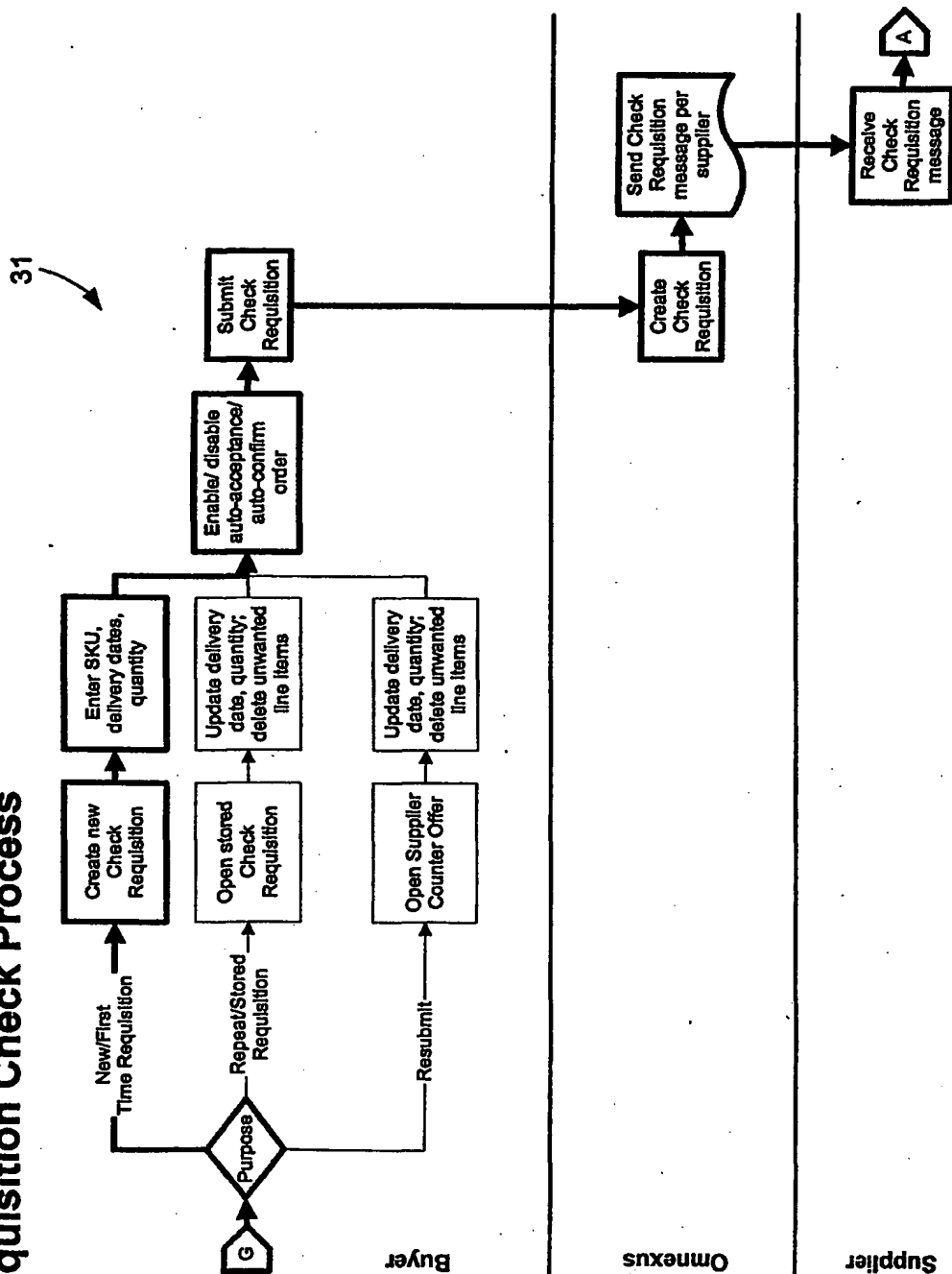


FIGURE 19(A)

Requisition Check Response Process

32

Buyer

Omnexus

Supplier

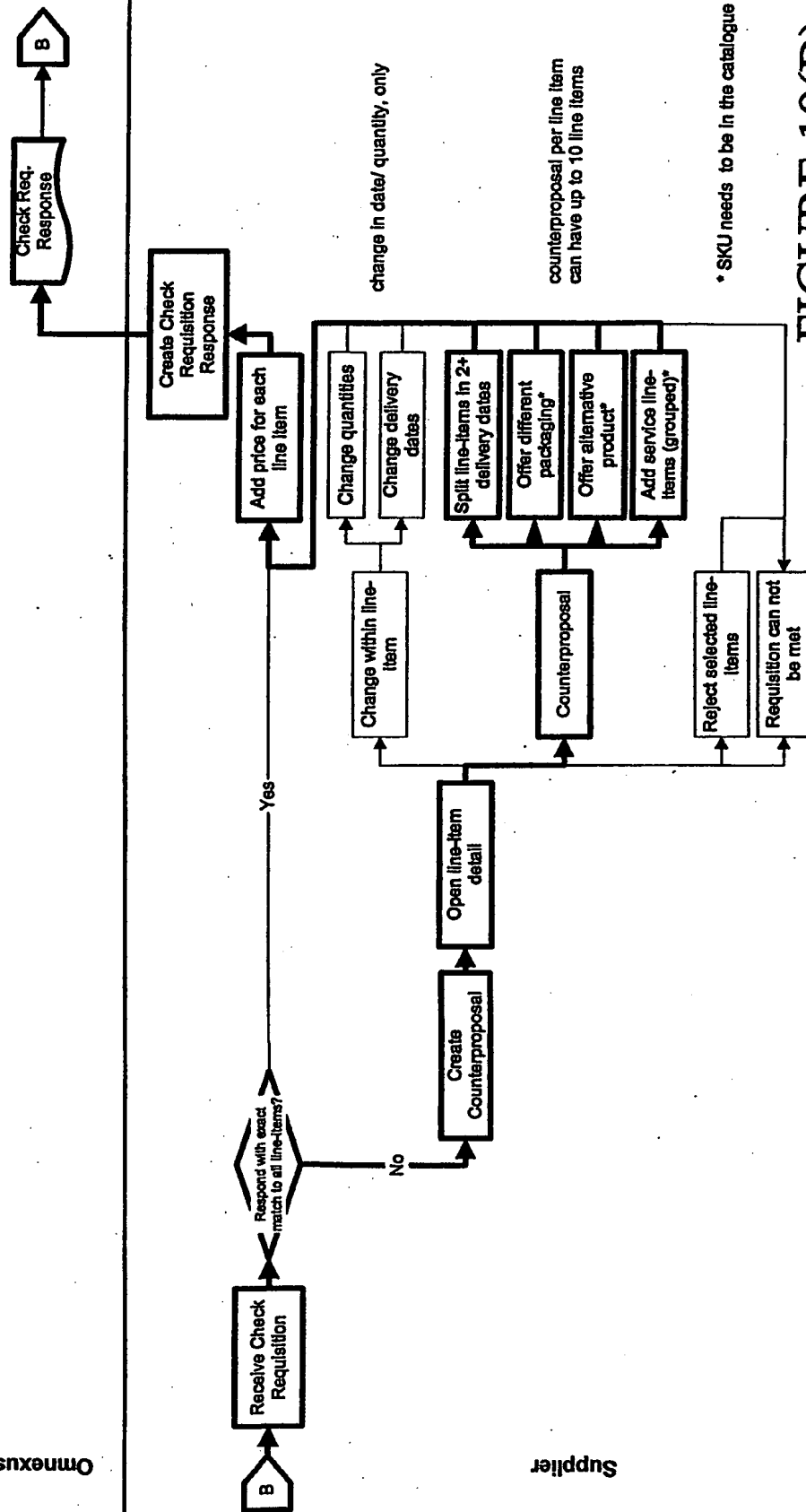


FIGURE 19(B)

Requisition Check Response Process (cont'd)

32

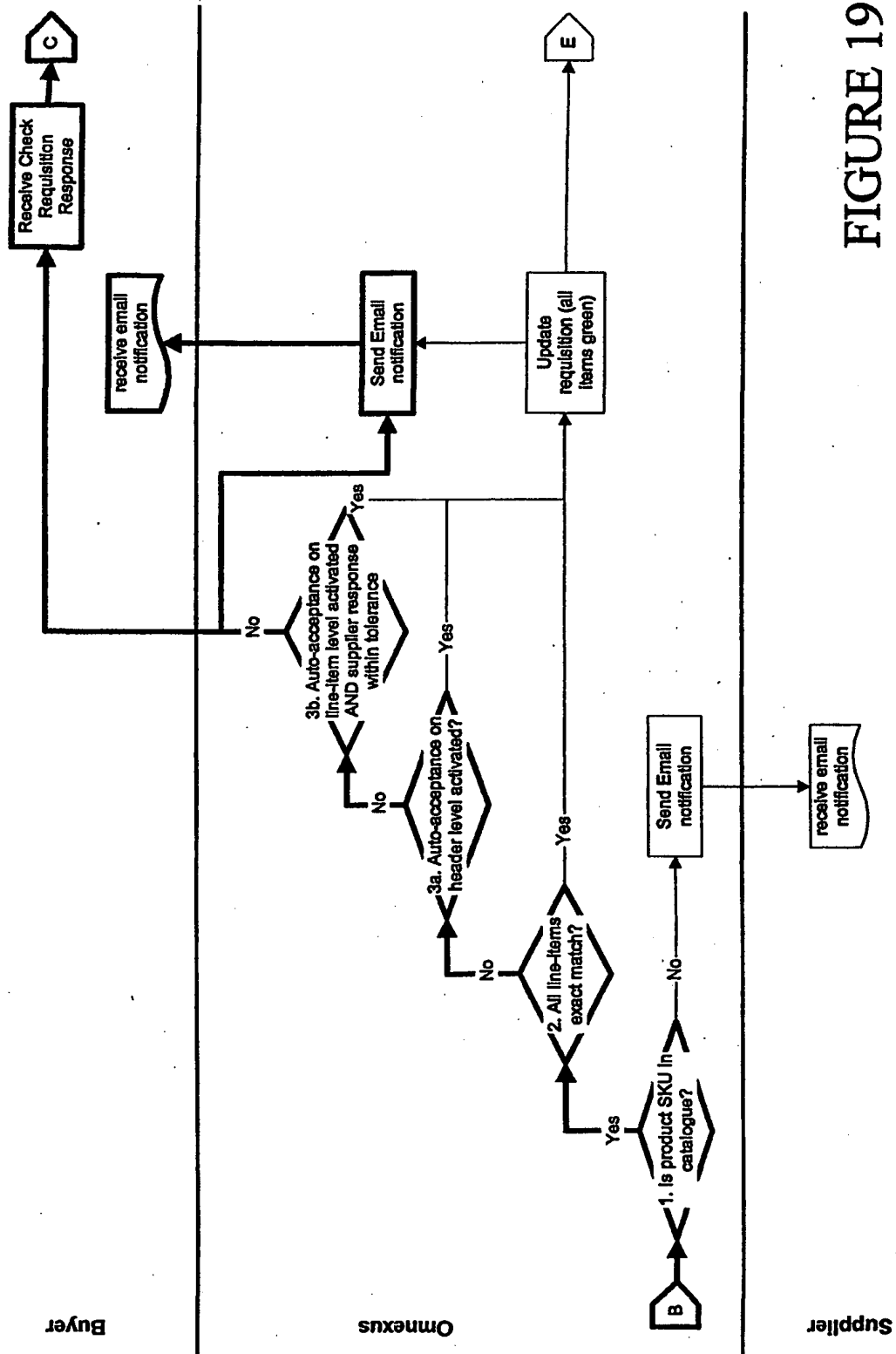
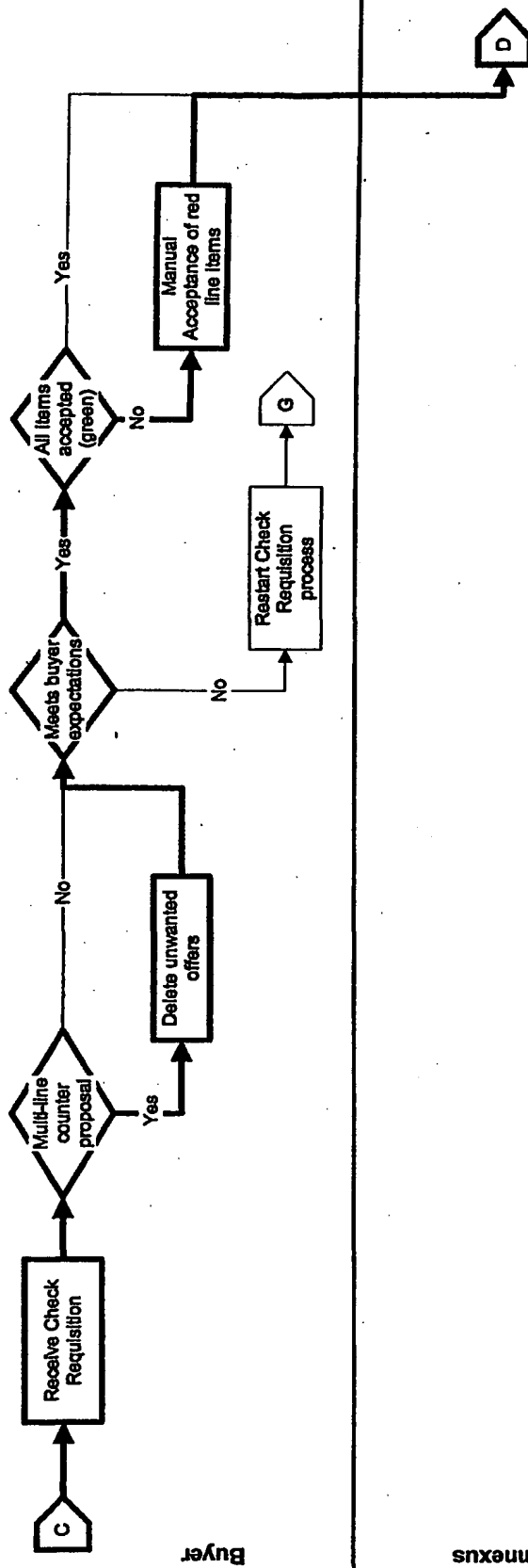


FIGURE 19(C)

Create/ Confirm Order Process

33



Supplier

Omnexus

Buyer

FIGURE 19(D)

Create/ Confirm Order Process (cont'd)

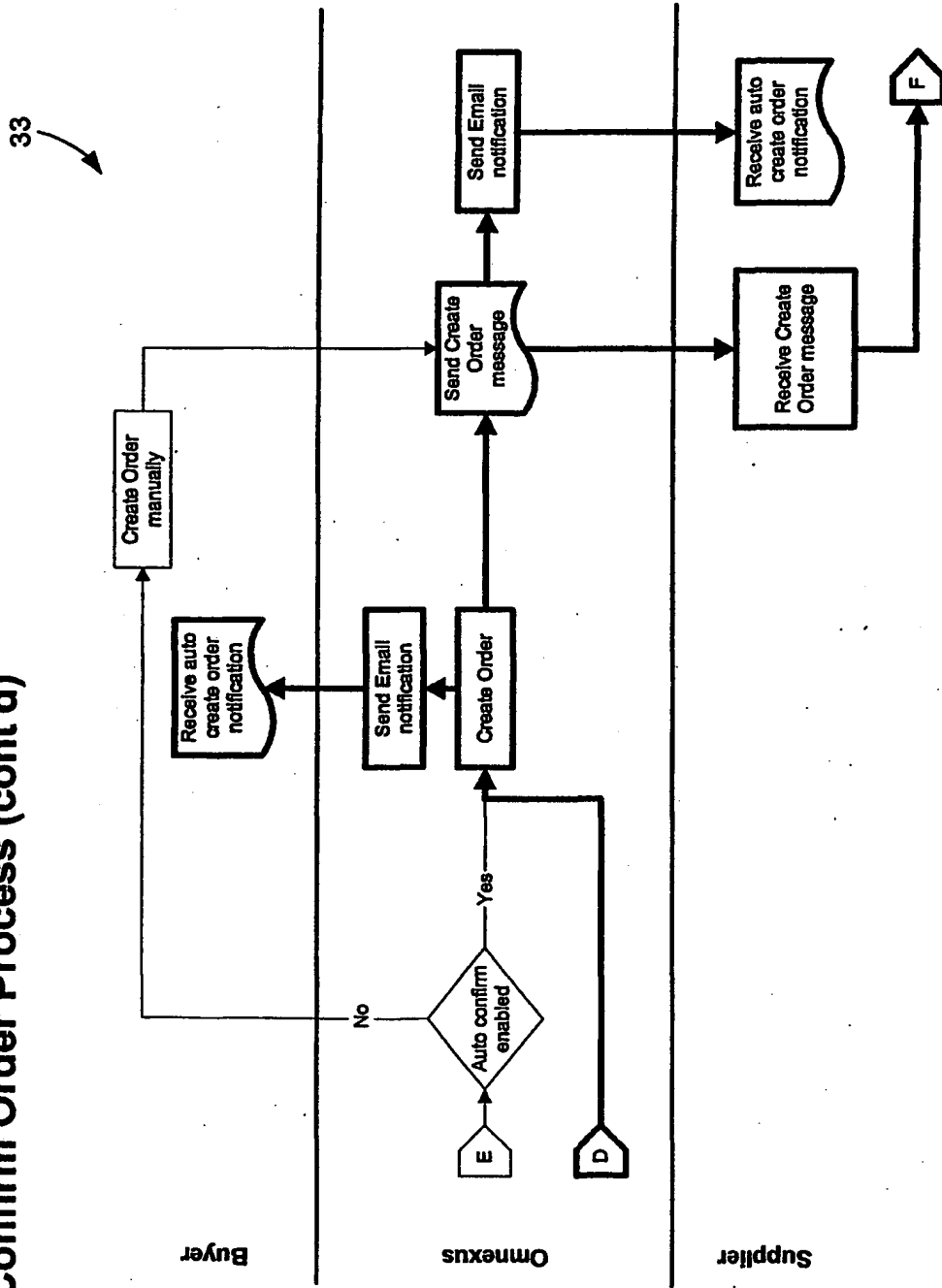


FIGURE 19(E)

Confirm Order Response Process

34

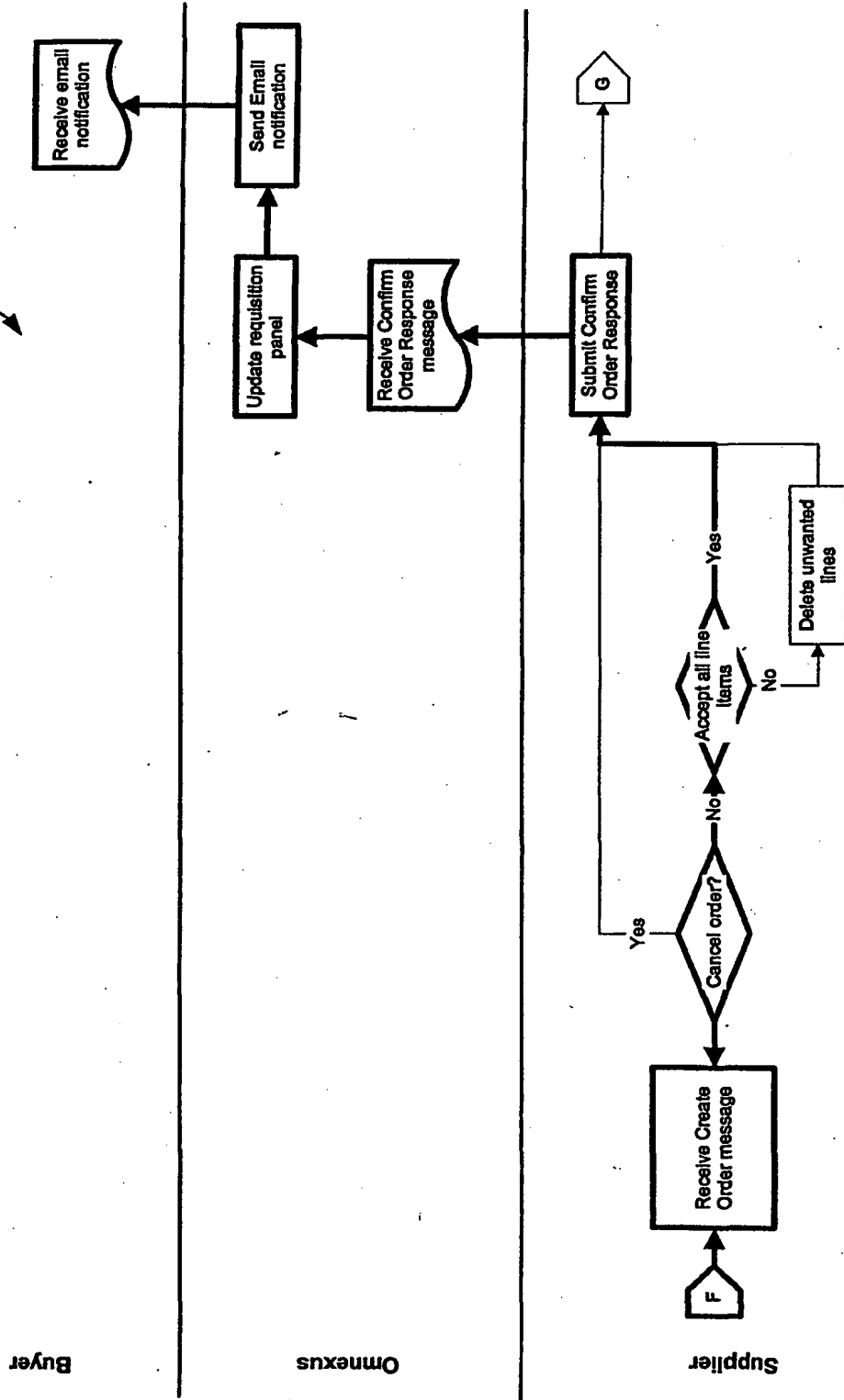


FIGURE 19(F)

Order Change (Buyer Initiated)

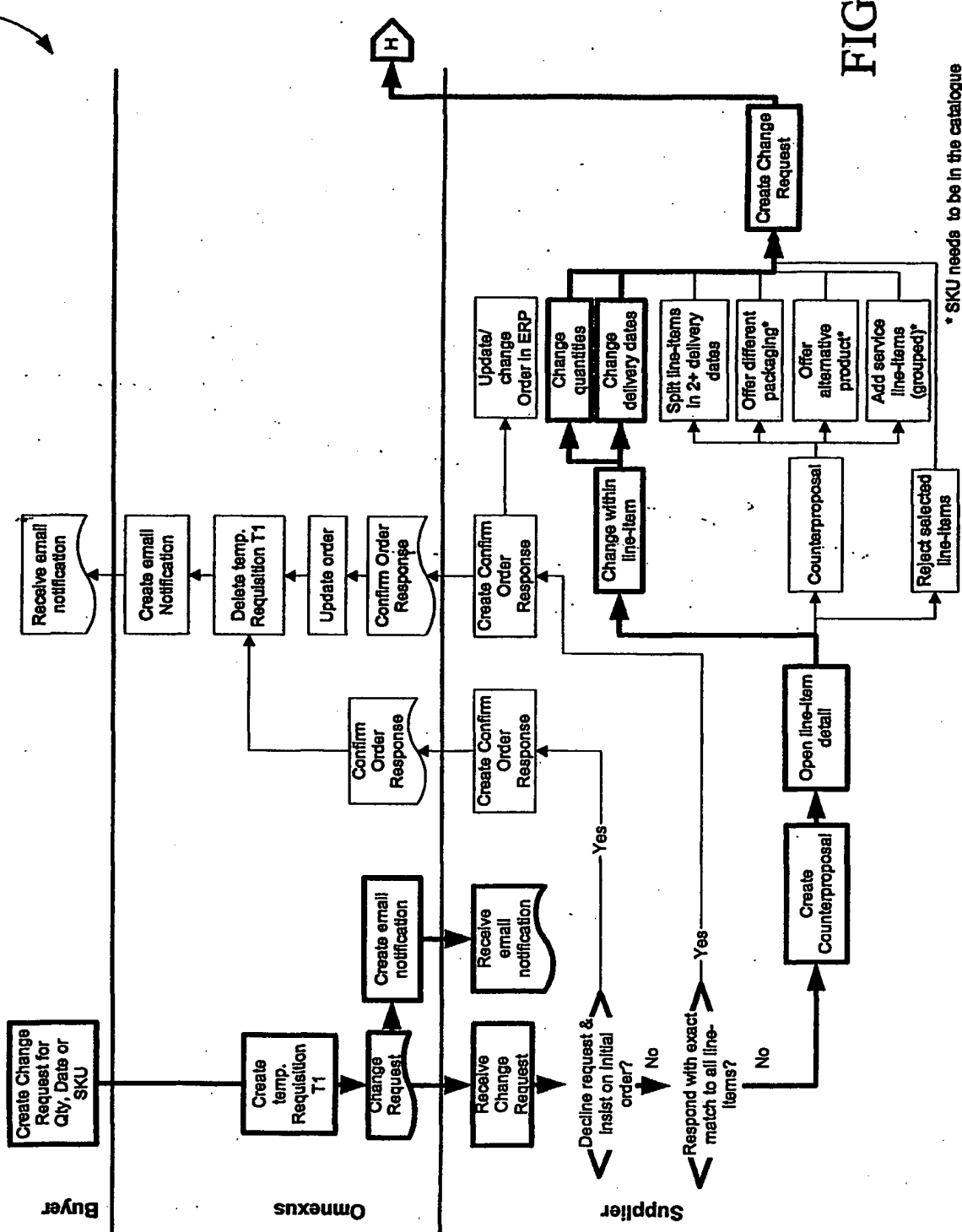


FIGURE 19(G)

Order Change (Buyer Initiated) cont'd

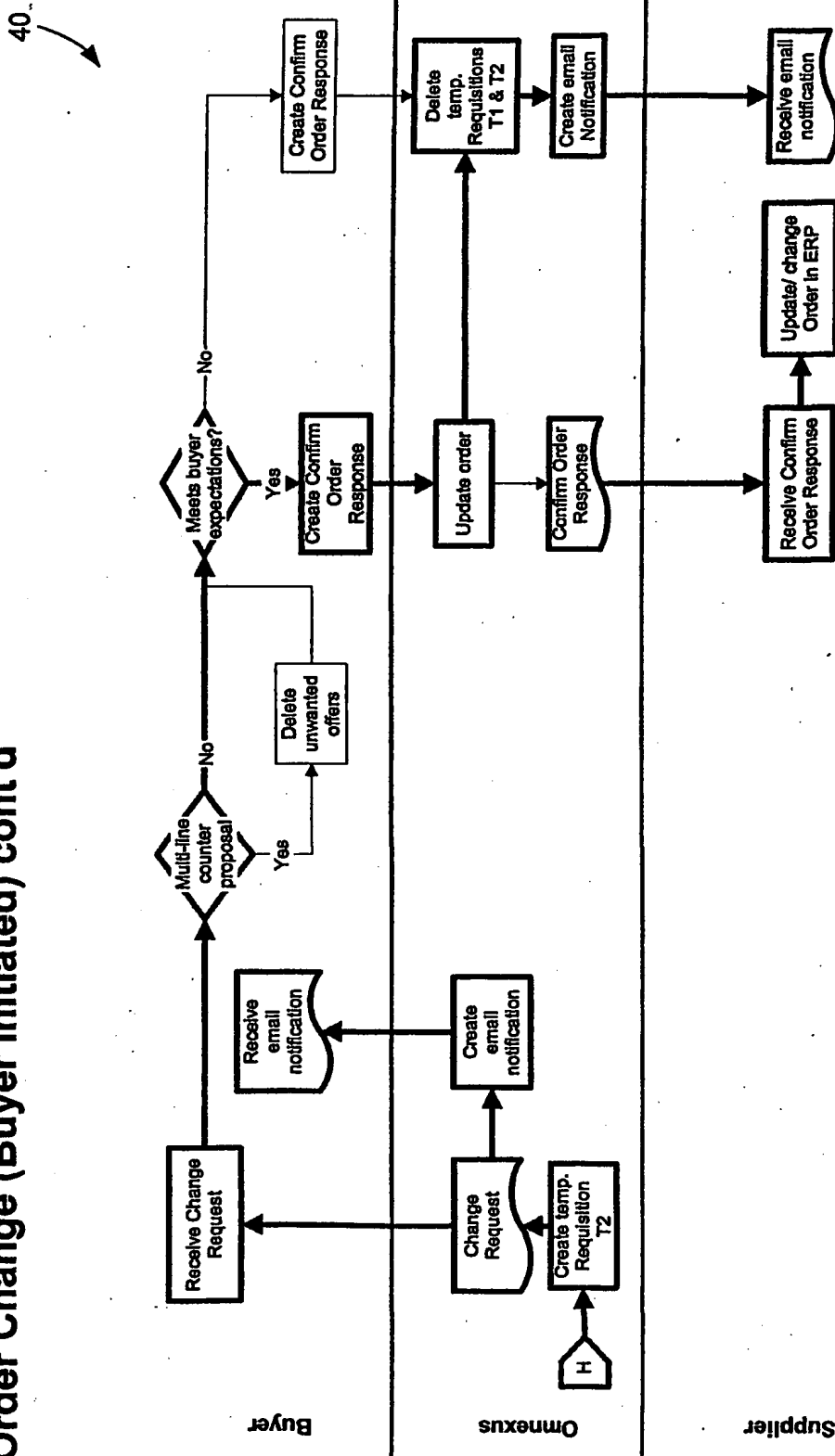


FIGURE 19(H)

Shipment Notification

39

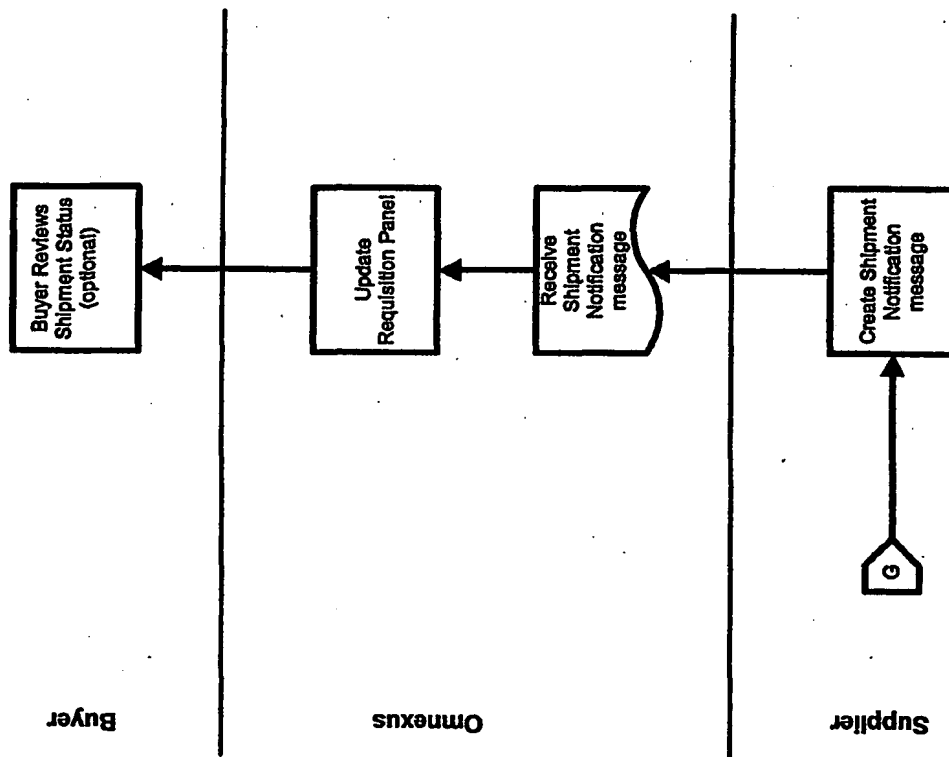


FIGURE 19(I)

110

Manual UltraLite Integration

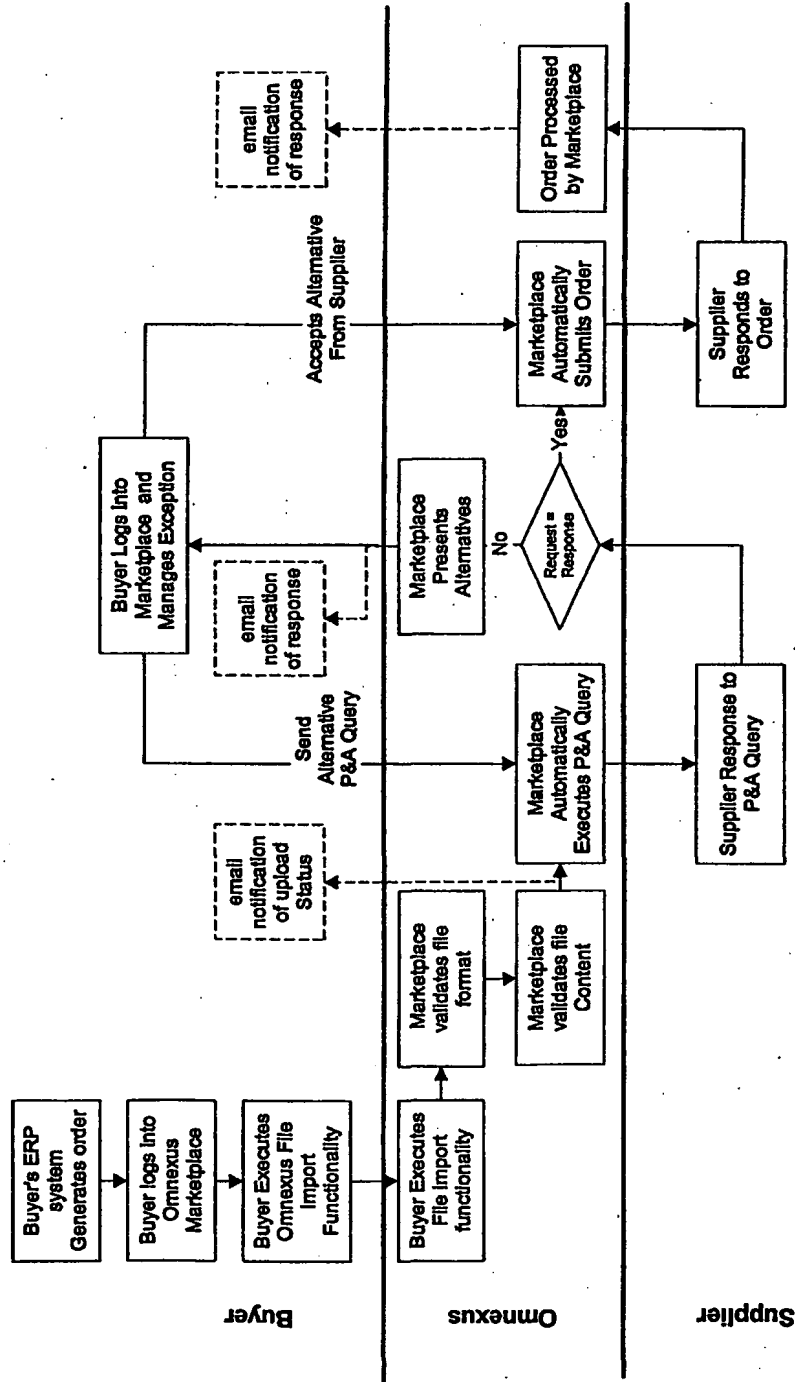


FIGURE 20

Automatic UltraLife Integration

120

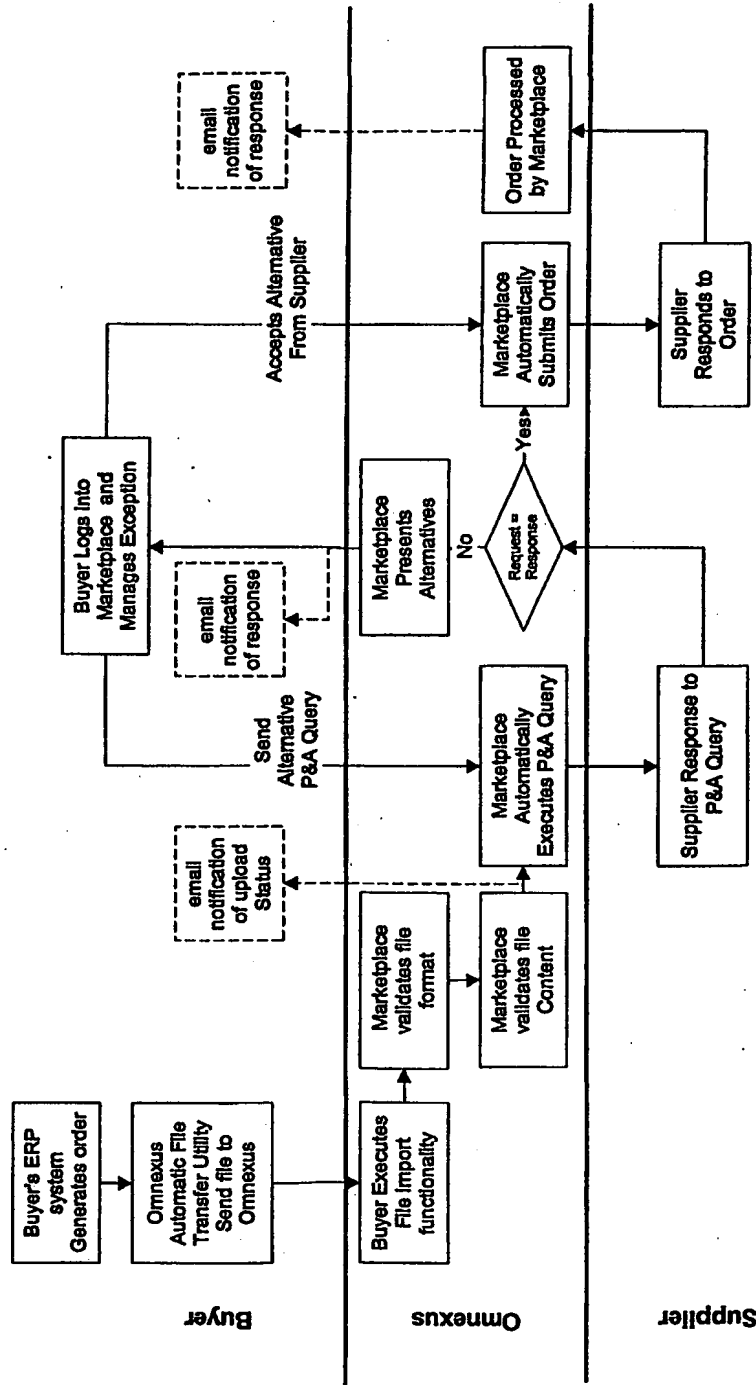


FIGURE 21

UltraLite Integration - Direct to Order

130

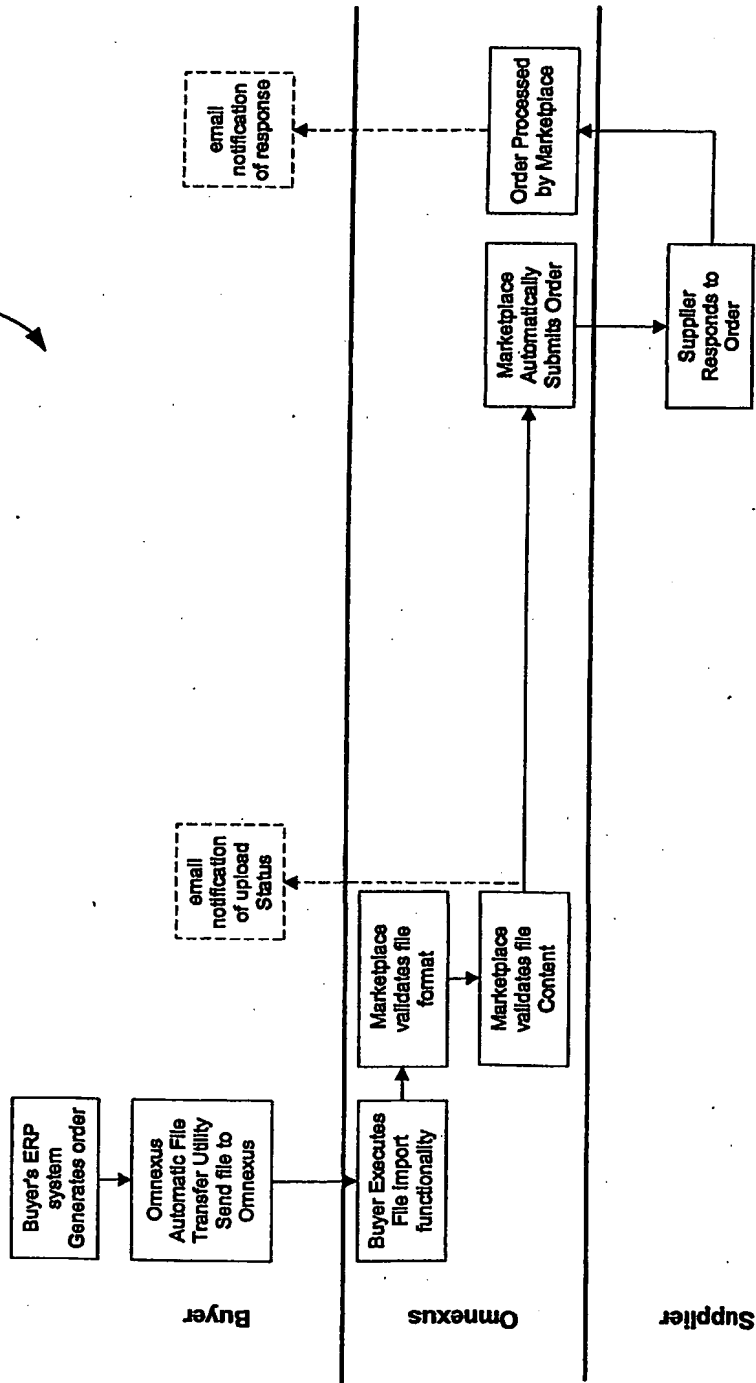


FIGURE 22

UltraLite Integration - Change Order

140

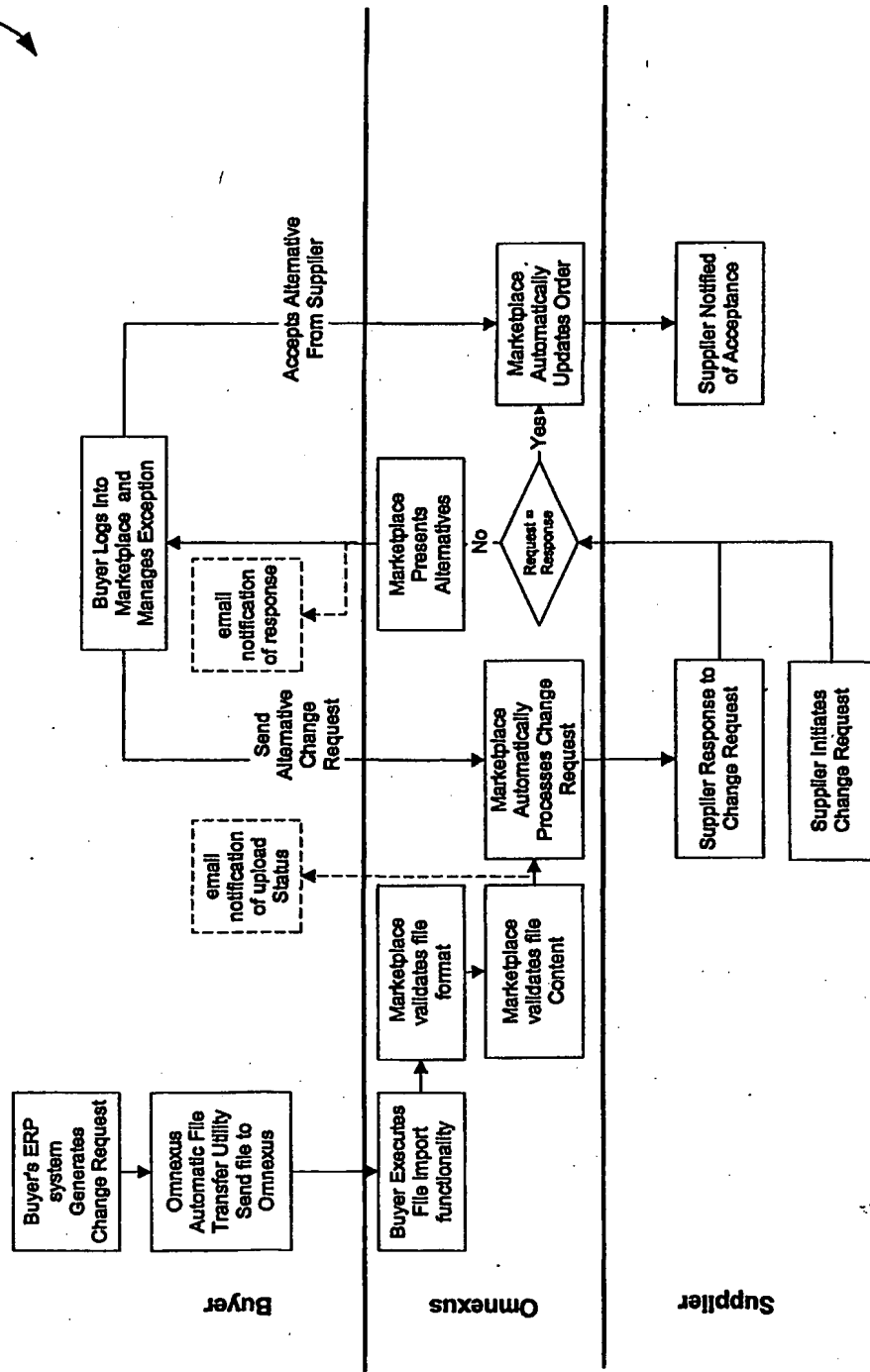


FIGURE 23

UltraLite Integration - Inbound Messaging Option

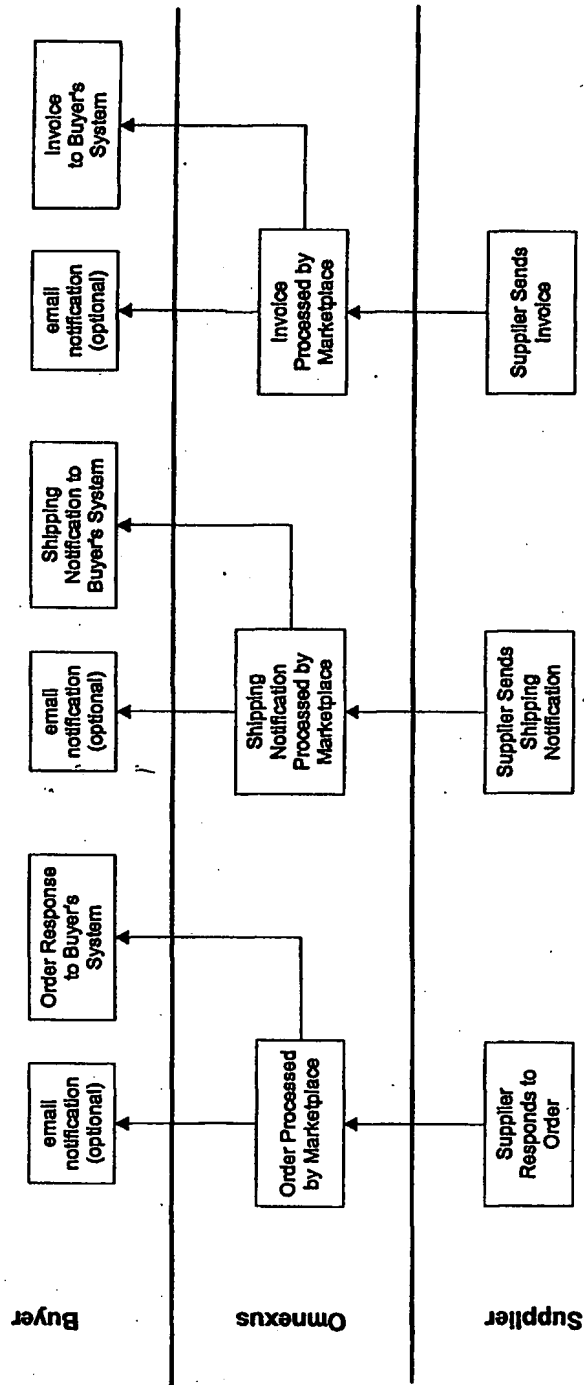


FIGURE 24

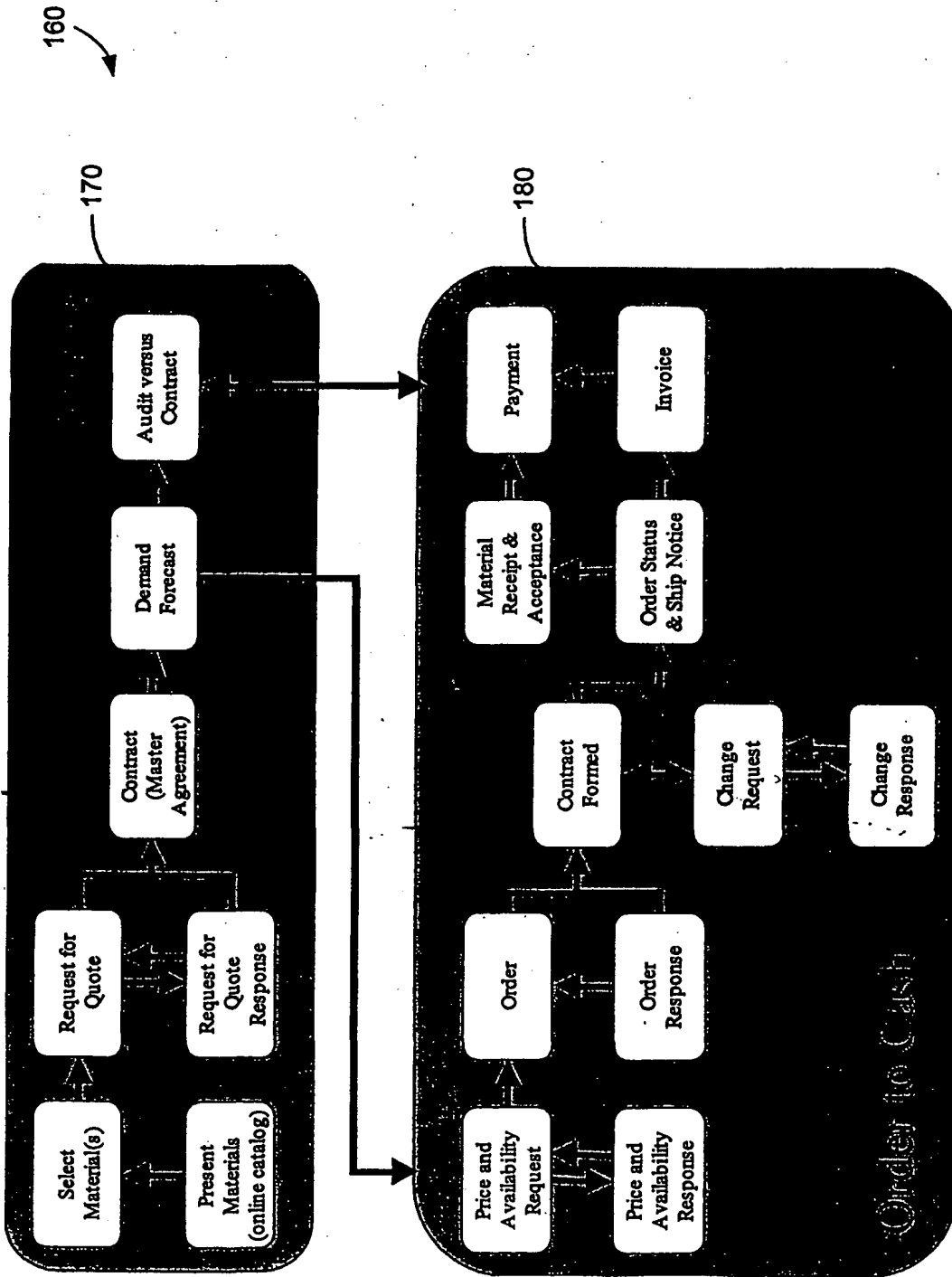


FIGURE 25(A)

Sourcing - Select & Contract

170

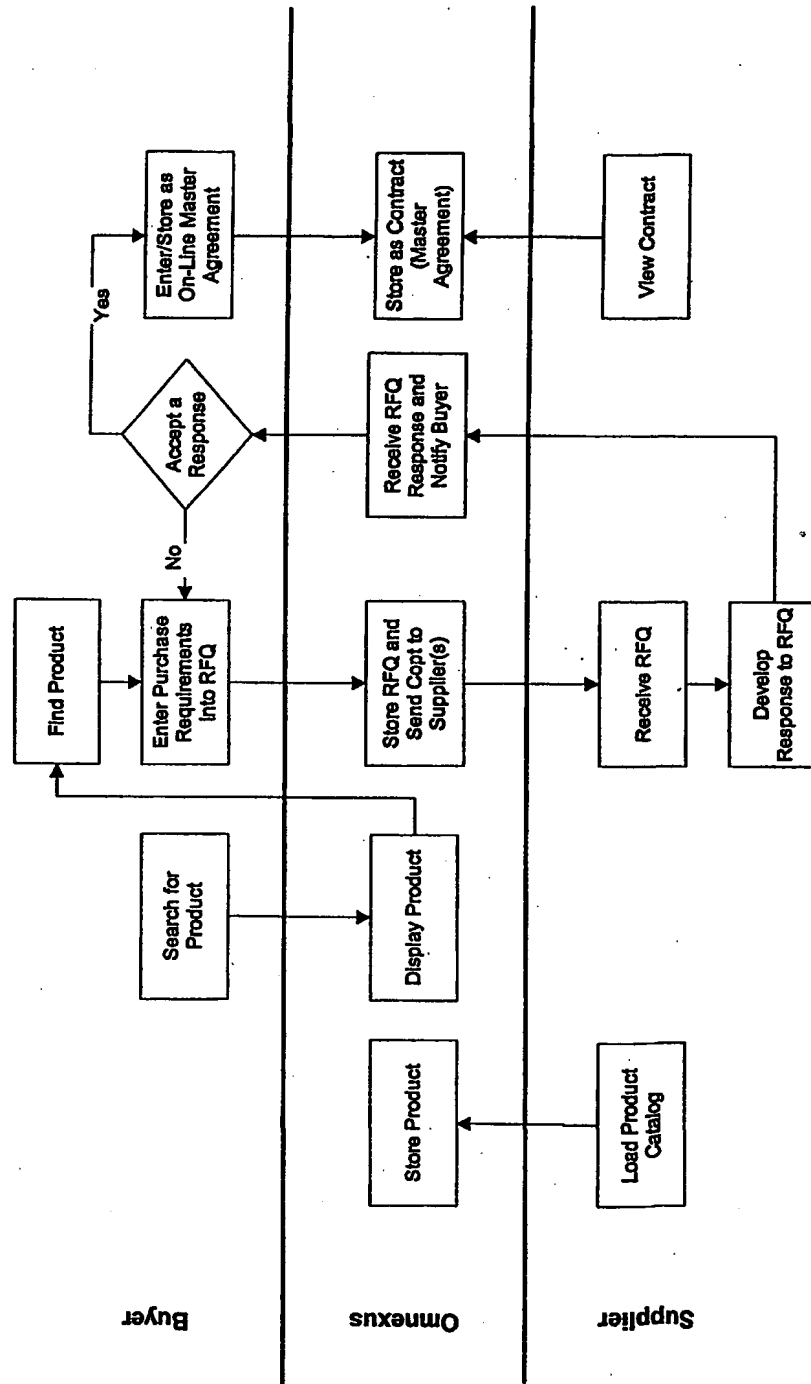


FIGURE 25(B)

190

Sourcing - Forecast

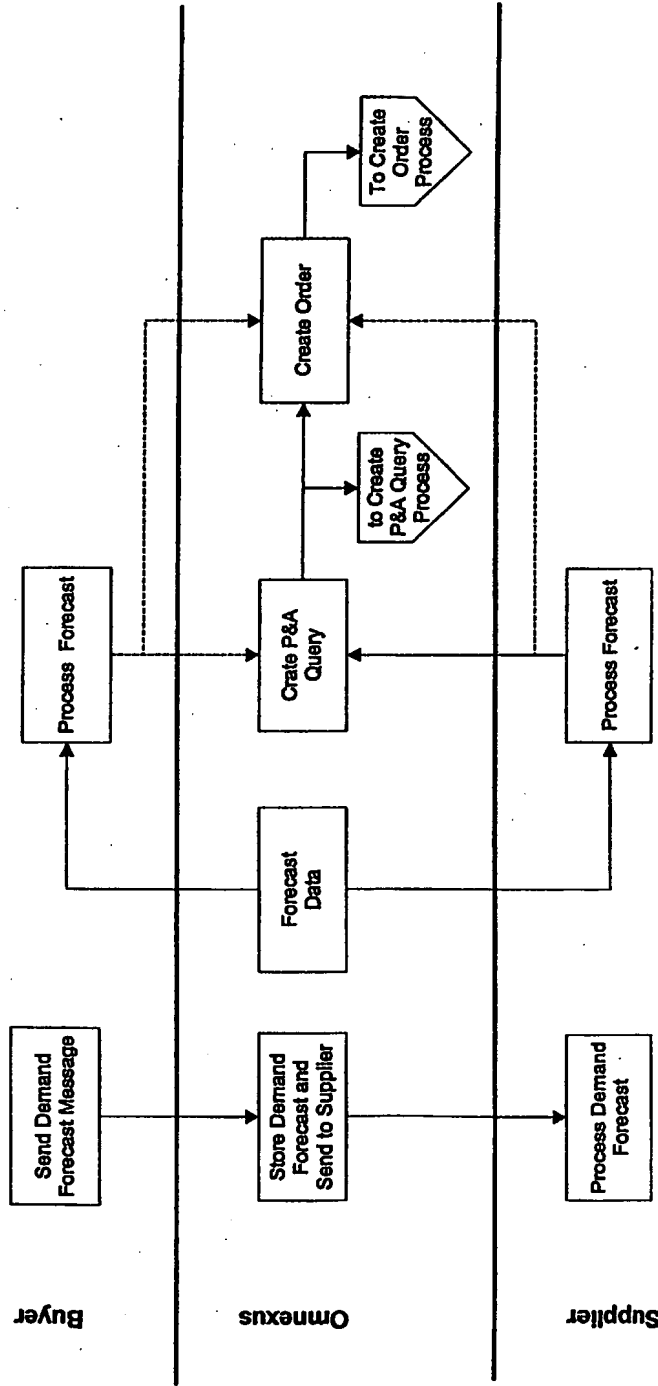


FIGURE 26

Audit/Reconcile Process

200

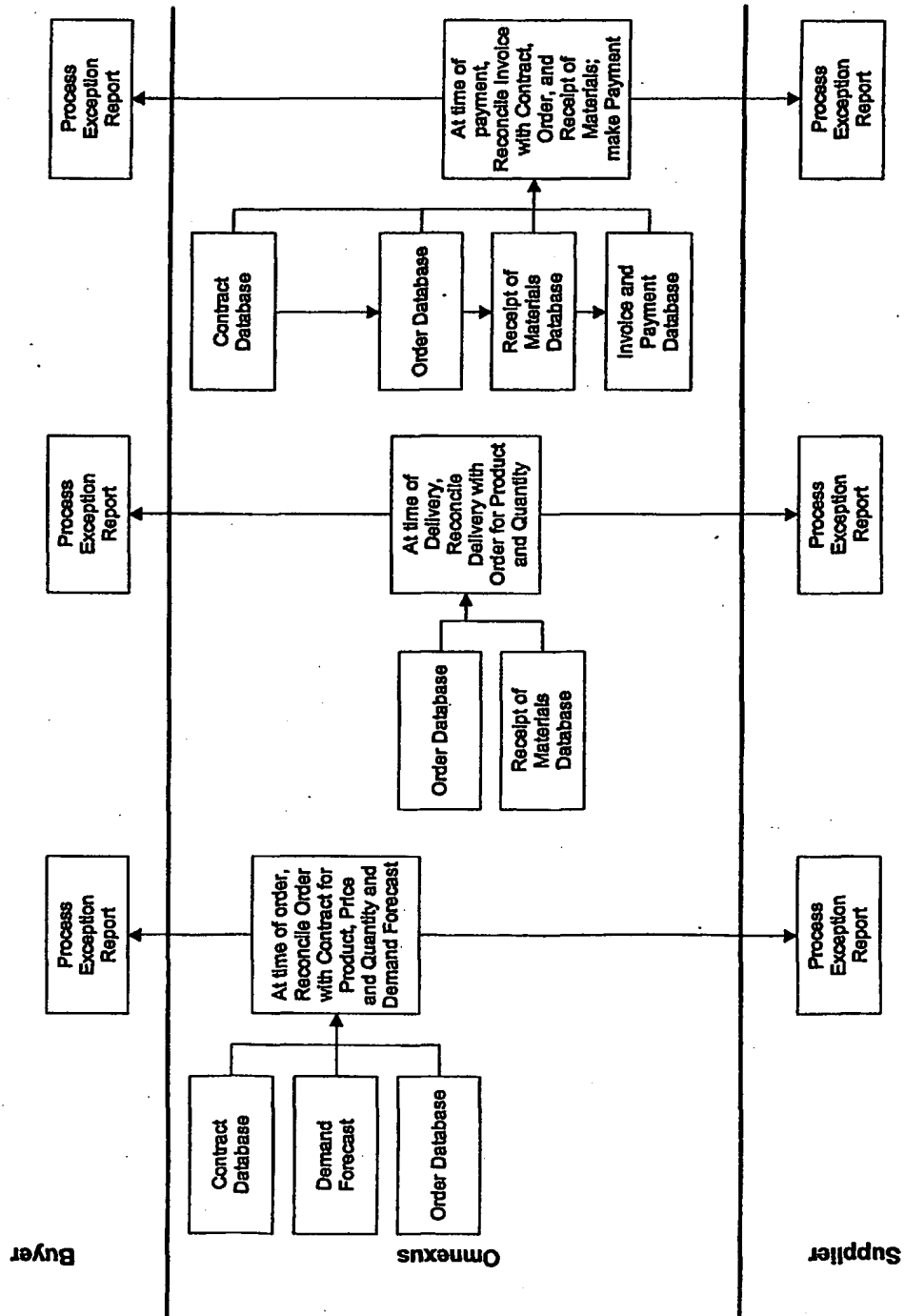


FIGURE 27

Cash Process

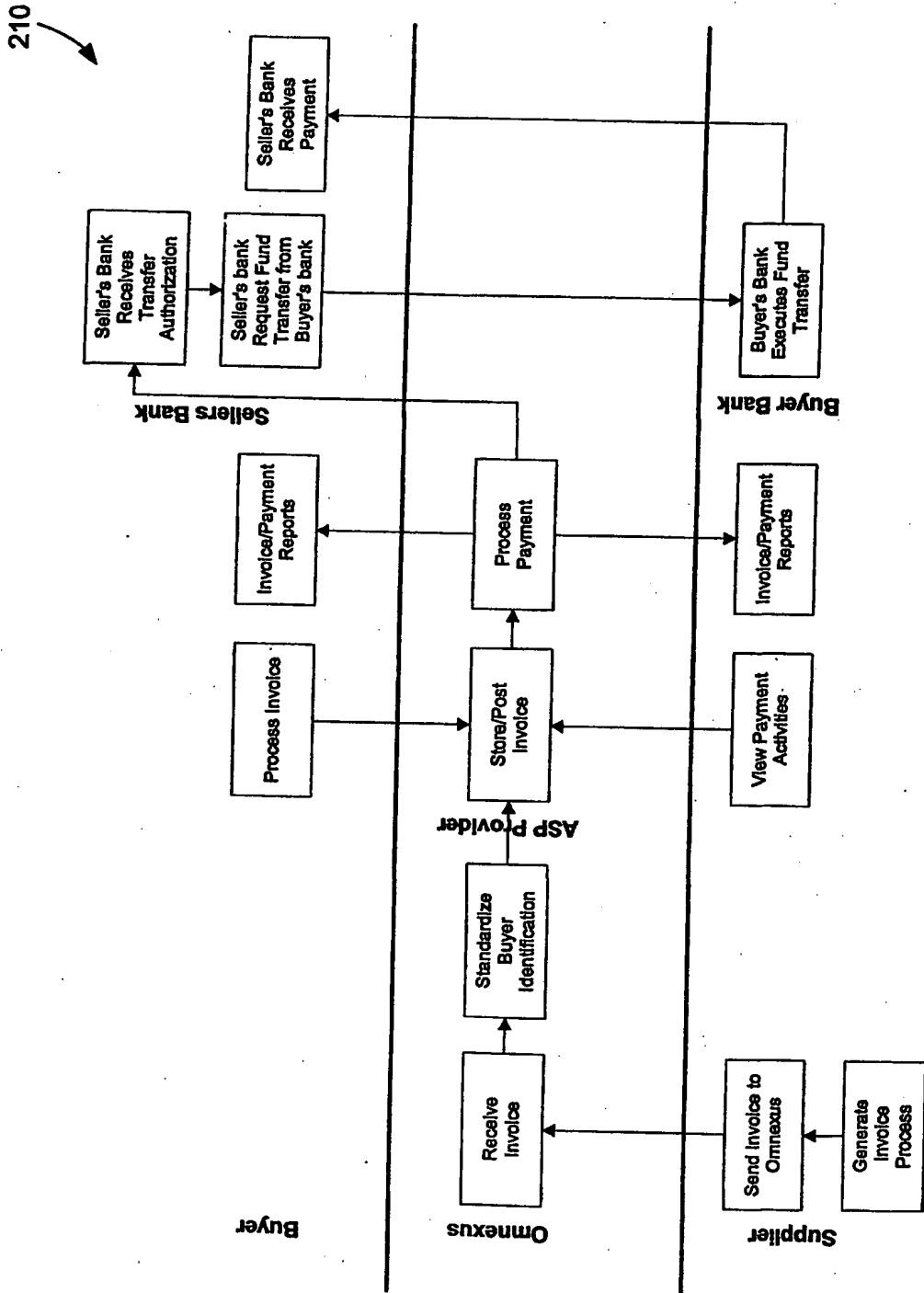



FIGURE 28



Omnexus.
The Global Plastics Marketplace

English (North America) | About Us | Contact Us | Help

Reshaping the world of plastics

... is the world's largest independent marketplace for the global plastic industry. We will bring the brand name products that you know and trust from leading suppliers.

Now!

Check out our Order Catalog Demo

Try our new Cost Savings Indicator

Search and Compare Machinery

BASF:

- ▶ Luran 8 ASA (0510b)
- ▶ Ultramid 1100n (0380b)

Bayert:

- ▶ Bock-Touch IPU (0330b)
- ▶ Durthan 1100n (0340b)

Dow:

- ▶ Shown Polystyrene (12mb)

Engel:

- ▶ E-Motion (0330b)
- ▶ Vibration (0140b)

ENGEL ENTERPRISE

ENTERPRISE

PLASTICS

POLYONE BRINGS BENEFITS OF PROCUREMENT TO ITS CUSTOMER BASE THROUGH OMNEXUS MARKETPLACE

OMNEXUS BRINGS FIRST ONLINE PAYMENT OPTION TO PLASTICS INDUSTRY THROUGH BILLINGZONE

TWO KEY EXECUTIVE APPOINTMENTS AT OMNEXUS

More >

Search

Q: How to Information

Web Search powered by Google

Advanced Search

Machine Data





FIGURE 29



Omnexus.
The Global Plastics eMarketplace

Home | Services | Suppliers | Products | Contact Us

Omnexus™ Quick Search
- Find Resin Data Sheet -

Click Here for
Quick Search

Quick Search gives information on the properties for the full range of products offered on Omnexus. Information on a specific grade can be accessed directly by grade name, polymer family or manufacturer name. This information is regularly updated by the polymer manufacturer and includes precise information such as:

- Physical property data determined according to ISO testing standards
- ASTM property data
- URL links to additional information

Please refer to the [User Manual \(PDF format - File size 804 KB\)](#) and our [List of Abbreviations](#) for further information.

Omnexus™ Power Search
- Search and Compare Resins -

Click Here for
Power Search

Power Search is a sophisticated search engine that performs a material selection and comparison. This powerful search engine uses truly comparable data according to ISO testing standards and CAMPUSE guidelines for rheological, mechanical, thermal, and other properties. The search can be based on property ranges and product attributes. This targeted search yields information like:

- Single point physical property data
- Multi-point physical property data (e.g. viscosity curves)
- Product attributes, including processing and delivery terms, additives, and special characteristics

Please refer to the [User Manual \(PDF format - File size 804 KB\)](#) and our [List of Abbreviations](#) for further information.

First time users of the Power Search application will be prompted to install the Java 2 runtime environment on their PC.

FIGURE 30(A)

[illegible]

FIGURE 30(B)

Omnexus. Quick Search

actively promotes your product

-All-

-All-

Europe

CLINEL 3000L

HYREL 0475

HYREL 0475

HYREL 0475

HYREL 0475

HYREL 0475

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HYREL 0475

HYREL 0475


CLINEL 3000L

HYREL 0475

HYREL 0475

HYREL 0475

FIGURE 30(C)



Search

Display Mode

Advanced Setup

Print

Additional Data

Reset

Units

Help

Define search criteria

Property	Unit	Min	Max	Min	Max
Tensile modulus	psi	1000	1300	1218 - 4.81...	
Yield stress	psi			1016 - 146...	
Yield strain	%			1 - 74	
Nominal strain at break	%			0 - >50	
Stress at 60% strain	psi			725 - 4831	
Stress at break	psi			1595 - 580...	
Strain at break	%			0.7 - >50	
Tensile creep modulus (1h)	psi			7832 - 3.81...	
Tensile creep modulus (1000h)	psi			5802 - 3.08...	
Charpy impact strength (<23°C)	ftlb/in ²	1	3	2.854 - N	
Charpy impact strength (>30°C)	ftlb/in ²			0 - N	
Charpy notched impact strength (<23°C)	ftlb/in ²			0.262 - N	
Charpy notched impact strength (>30°C)	ftlb/in ²			0.233 - N	
Tensile notched impact strength (<23°C)	ftlb/in ²	2	5	4.424 - N	
Puncture - maximum force (<23°C)	lbf			7.94E05 - 1...	
Puncture energy (<23°C)	in-lb			2.28E08 - 5...	
Puncture - maximum force (>30°C)	lbf			226 - 37125	
Puncture energy (>30°C)	in-lb			88498 - 1.4...	

Power Search

To search for products based on properties please enter the ranges of the relevant properties and select the required features.

RESET PAGE

RESET ALL


DATA RANGE

SEARCH

☐ Exclude inapplicable values
 ☐ Exclude missing values

Click here to install the studio if the module does not start.

FIGURE 30(D)



Search

Display Mode

Advanced Setup

Print

Additional Data

Reset

Units

Help

Product comparison (viewing products 1-7 of 7)

Grade	Temp	Pool	Depth	Length	Volume	Weight
Ambital EM400	TPC	DSM	1.381	8702	383	5.00E12
Ambital PM381	TPC	DSM	0.702	8702	414	1.00E10
Ambital PL380	TPC	DSM	1.318	8702	414	1.00E10
RITEFLEX 835	TPZ	Ticona	-	8702	325	1.00E10
HYTREL 94074	TEEE	DuPont	0.305	7877	338	1.00E10
HYTREL 4058	TEEE	DuPont	0.305	7887	302	1.00E11

ADD
DEL
CLP

Click here to install the module if the module does not start.

FIGURE 30(E)

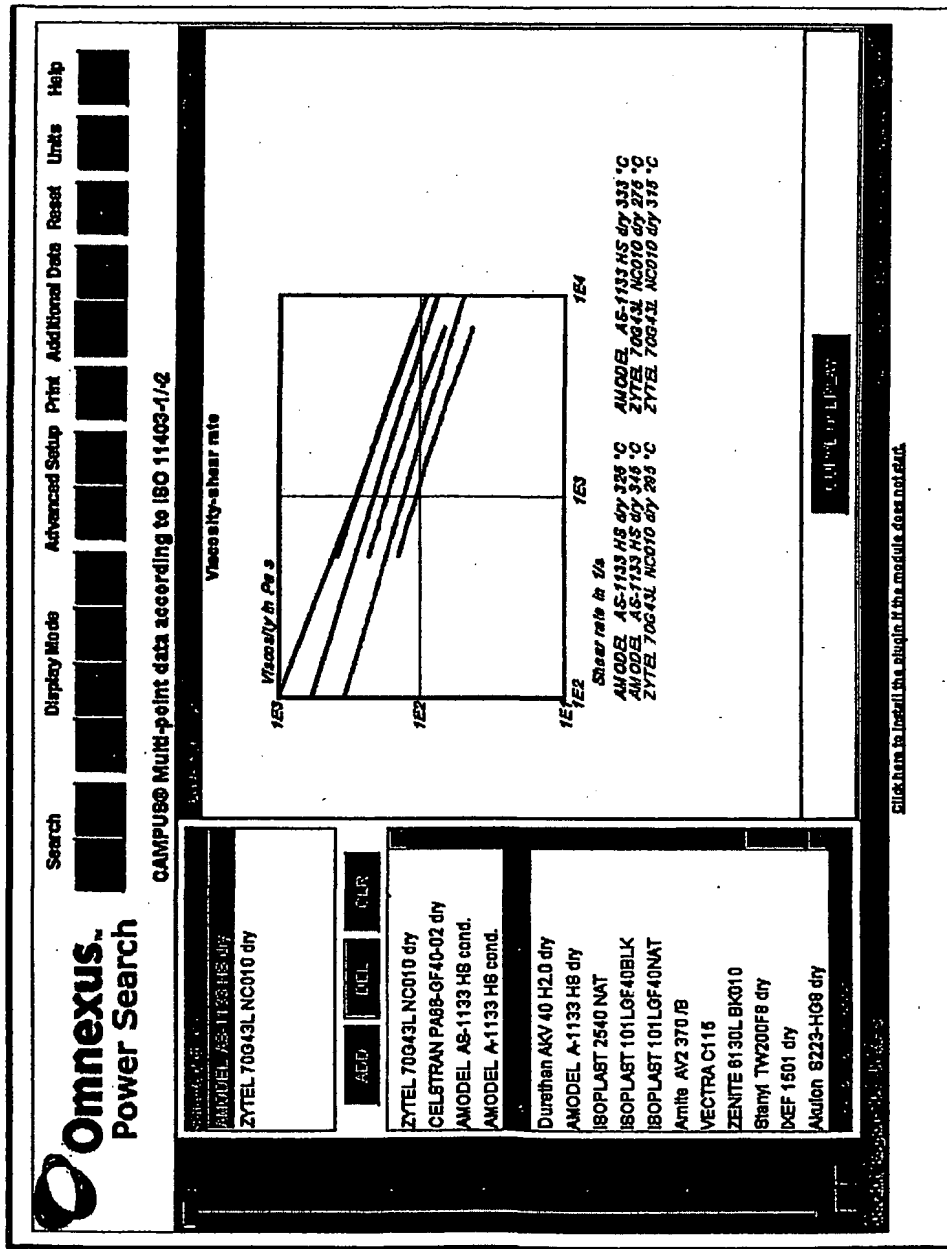


FIGURE 30(F)

Omnexus
The Global Products Marketplace

***Required Fields**

Company Information

Company: Business Unit:

Address 1:

Address 2:

City: State/Province: Country:

Zip/Postal code:

Shipping Information

Ship To Address:

*Address 1:

Address 2:

*City: State/Province: Country:

*Zip/Postal code:

Personal Information

Job Title:

First Name: Last Name:

Phone: Fax:

Email:

Requested Product and Quantity Requirements

***Requested Product**
Specify the polymer (name/address of the product using the description means on the web. If the product of interest is not listed or you want to add additional information, the order code or general product type (e.g. 30% OPP) please use this free text field.

***Quantity per Order**

***Total Quantity per Year**

FIGURE 31(A)

Omnexus.
The Global Plastics Marketplace

***Required Fields**

Application Status
☐ Existing ☐ New
 *Application Status
 If existing, product or product type currently used:
 If new, date of production start:

Market Segment

Project Description


**Select All Omnexus Marketplace Suppliers
Which You Would Like Omnexus To Send This RFQ**

North America
 All suppliers currently offering this type of product in our catalogs have been selected and check marked. Please modify the supplier selection according to your preferences.

☐ BASF Corp.
☐ Bayer Corp.
☐ DGM Engineering Plastics, Inc.
☐ The Dow Chemical Company
☐ EL Du Pont de Nemours & Co. (Inc)
☐ Emtec Polymer LLC

☐ Performance Polymers
☐ Polyone
☐ Schreyer S.A.
☐ Solvay S.A.
☐ Ticona LLC

FIGURE 31(B)



***Required Fields**

OEM Specifications

*Does an OEM specification and/or agency approving/issuing apply? ☐ Yes ☐ No

If yes, specification name:

Comments

Comments:

Include documents with additional information


Include documents with additional information:

Include documents with additional information:

Include documents with additional information:

Include documents with additional information:

FIGURE 31(C)



Omnexus.
The Global Plastics eMarketplace

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General Terms and Conditions for Customers Using the Omnexus Marketplace
(Updated July 18, 2001)

Omnexus, C.V., Amsterdam, Willemswil Branch ("Omnexus") has invited certain customers to conduct U.S. transactions and, beginning July 30, 2001, global transactions through use of www.omnexus.com (the "Marketplace") on the following terms and conditions:

1. Until July 30, 2001, the Marketplace may only be used in connection with transactions involving shipment, delivery, invoicing, and payment in the United States.
2. Beginning on July 30, 2001, transactions involving suppliers, customers, and "ship to" addresses in member states of the European Community ("EC Transactions") as well as transactions involving Mexico, Canada, and other countries may be conducted using the Marketplace.
3. All transactions using the Marketplace involve business to business purchases and no purchases by consumers.
4. In connection with EC Transactions, the Omnexus Marketplace has added an opportunity for each customer to review the complete terms and conditions of an order in downloadable format before submitting it to the supplier. The customer has the option to discontinue processing of any order with an input error. Instructions for this feature of the Omnexus site can be reviewed at www.omnexus.com. Customers using the Omnexus site acknowledge that they are not consumers and agree that this review procedure provides sufficient protection against processing of orders with input errors as contemplated under the EC directives on e-commerce.

FIGURE 32(A)

5. Customers processing orders through the Omnexus Marketplace accept these general terms and conditions for use of the Omnexus Marketplace and each supplier's technical disclaimer for use of technical data on the Omnexus site.

6. Each customer and supplier will be responsible for reaching agreement on all terms and conditions of any transaction using the Marketplace. Prior to submitting an order to a supplier, each customer must confirm that it accepts: (a) terms and conditions previously agreed to between that customer and supplier, for example, in a master agreement; (b) any terms and conditions specifically agreed to by that customer and supplier in the processing of the order, for example, in the supplier comments for that order; and (c) that supplier's general terms and conditions for the country where product will be delivered as modified by terms in the preceding subsections (a) or (b). The terms and conditions described in subsections (a), (b), and (c) for each order are referred to collectively herein as the "Supplier's Terms and Conditions". Notwithstanding anything to the contrary herein, only initial communications concerning Requests for Quotes for equipment will be processed through the Omnexus marketplace, and customers and suppliers are responsible for continuing communication, negotiating, and reaching agreement concerning equipment purchases offline.

7. As a service to parties conducting EC Transactions which may involve cross-border issues, the Omnexus Marketplace has added a centralized dispute resolution procedure and Swiss choice of law for certain matters related to EC Transactions. Each customer (and each supplier in the standard Omnexus supplier agreement for global transactions) agrees that any dispute concerning use of the site in connection with EC Transactions, up to the point that such a transaction becomes a binding contract between a supplier and the customer, will be finally settled under the Rules of Arbitration of the International Chamber of Commerce in arbitration to be conducted in Zurich, Switzerland, or, with the consent of the customer involved in such arbitration, in Paris, France, by one or more arbitrators appointed in accordance with said Rules, subject to the provisions concerning the centralized dispute resolution set forth separately under the terms and conditions tab for use of the Omnexus Marketplace. In addition such disputes shall be governed by the substantive laws of Switzerland (without regard to the laws that might be applicable under principles of conflicts of laws).

At the point that any Transaction becomes a binding contract between a supplier and a customer, a dispute concerning that Transaction (a) shall be subject to the governing law and other provisions in the Supplier's Terms and Conditions; and (i) shall be subject to the centralized dispute resolution, binding arbitration, or any other dispute resolution procedure only if required under the Supplier's Terms and Conditions. In connection with any dispute concerning use of the Omnexus Marketplace, including processing of Requests for Quotes for equipment, each customer agrees that Omnexus

FIGURE 32(B)

shall be entitled to the benefit of the disclaimers and limitations on liability in Sections 10 and 11 below.

8. Each customer using the Omnexus Marketplace acknowledges that use of the Omnexus site will involve cross-border transmission of data, that Omnexus will maintain copies of such data indefinitely for the purpose of facilitating Transactions, operating the Omnexus Marketplace, collecting, selling, and disseminating aggregated information as permitted under Section 12 below, and other business purposes. Customer hereby consents to such transmission, maintenance, and use of that data.

9. Communications through the "Request for Quote" function of the Marketplace will not produce binding prices or an agreement. All pricing, availability, and other information provided by any supplier through the Marketplace is subject to change and will not be final or binding until a customer submits an order and the applicable supplier has expressly confirmed acceptance of that customer's order through the ordering function of the Marketplace.

10. ACCESS TO THE MARKETPLACE AND USE OF ANY INFORMATION OR SERVICES THEREON ARE BEING PROVIDED TO CUSTOMERS "AS IS"; AND OMNEXUS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING THROUGH COURSE OF DEALING, USAGE OR TRADE PRACTICES IN CONNECTION WITH A CUSTOMER'S ACCESS TO THE MARKETPLACE, USE OF ANY INFORMATION OR SERVICES THEREON BY A CUSTOMER, OR PRODUCTS PURCHASED OR OBTAINED BY A CUSTOMER FROM ANY SUPPLIER USING THE MARKETPLACE, AND OMNEXUS HEREBY DISCLAIMS THE SAME, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNEXUS MAKES NO REPRESENTATION OR WARRANTY THAT THE MARKETPLACE OR ANY PART THEREOF WILL OPERATE UNINTERRUPTED OR ERROR FREE. Customers acknowledge and accept the risk that the Marketplace, communications through the Marketplace, and/or information concerning transactions from time to time may contain inaccuracies or may be adversely affected by computer viruses and other malicious

FIGURE 32(C)

code or unknown programming difficulties. Omnexus will use commercially reasonable efforts to correct inaccuracies expressly disclosed to it and to correct other material system errors of which it is aware.

11. Customers using the Marketplace acknowledge and agree that Omnexus shall not be a party to any transaction conducted through use of the Marketplace and that Omnexus shall not take title to or possession of any goods, products or equipment sold through use of the Marketplace. Customers using the Marketplace further acknowledge and agree that Omnexus will not be responsible for any claim, action or demand in connection with goods, products, or equipment purchased by Customers through use of the Marketplace, including, without limitation, (a) any transactions or other communications between customers and suppliers, (b) any litigation which includes an assertion that Omnexus is a party to any transaction between a customer and any suppliers using the Marketplace or an assertion that Omnexus is a necessary or indispensable party for resolution of such litigation; (c) any allegation of breach of contract by a supplier in connection with any transaction involving use of the Marketplace, including, without limitation, any action or demand relating to a supplier's failure to provide any goods, products, equipment or services ordered through the Marketplace, any breach of any representations or warranties, or any breach, failure to perform or performance under any other obligation with respect to the production, quality, sale fulfillment, delivery, non-delivery, support, return, refund or complaint regarding a supplier's goods, products, equipment or services; (d) any injury, loss, or damage of any nature whatsoever alleged to have been caused by any goods, products, equipment or services provided by supplier through use of the Marketplace; (e) any claim concerning product liability or failure to comply with environmental or hazardous waste laws, regulations, or standards regarding a supplier or supplier's goods, products or equipment, including but not limited to claims of strict liability or enterprise liability; and (f) any allegation that product information or other content provided by a supplier for inclusion on the Marketplace was inaccurate, resulted in harm, infringed any third party intellectual property rights, or violated any applicable law, rule or regulation.

12. Data concerning customers' use of the Marketplace is protected by, and may be used by Omnexus only as permitted under, the Omnexus Privacy Policy as currently posted on the Marketplace.

All Terms and Conditions

FIGURE 32(D)



Home · Services · Suppliers · Arbitration · Contact Us · Help

In order to provide a convenient, centralized, and cost-effective dispute resolution procedure for Customers and Suppliers using the Omnexus marketplace, each Customer and each Supplier has agreed to submit certain disputes (a "Dispute") to binding arbitration in Zurich, Switzerland, or Paris, France, in connection with certain EC Transactions applying Swiss law. The procedure for choosing the arbitrators and conducting the arbitration shall be as follows (the "Centralized Dispute Procedure"):

- (i) Any Dispute that cannot be resolved by mutual agreement of the parties, including Omnexus, Supplier, and any Customer involved in the Dispute, may be submitted to arbitration irrespective of the magnitude thereof or the amount in controversy and shall be settled exclusively and finally by arbitration.
- (ii) The arbitration shall be conducted in accordance with the ICC Arbitration Rules, except as those Rules conflict with these provisions concerning the Centralized Dispute Procedure, in which event these provisions shall control. The appointing authority for the arbitration shall be the ICC Court.
- (iii) Subject to this clause (iii), the arbitral tribunal shall consist of three arbitrators, all of whom shall have expertise in the plastics industry. The parties to the arbitration shall nominate such arbitrators directly by delivering a written notice of nomination, signed by all parties to the arbitration, to the ICC Court within forty-five (45) days after the notice of intention to arbitrate is filed with the ICC Court. In the event the parties to the arbitration shall fail to nominate mutually acceptable arbitrators as provided above, then within ten (10) days following expiration of the 45-day period referred to above, one arbitrator shall be nominated by each of party to the Dispute, and, within fifteen (15) days following the expiration of such 10-day period, the third arbitrator shall be nominated by mutual agreement of the other two arbitrators; provided, that if there are more than two parties to such Dispute and the parties are shall fail to nominate mutually acceptable arbitrators as provided above, the number of arbitrators shall be increased to equal the number of parties to such Dispute plus the minimum number of arbitrators necessary to create a total odd number of arbitrators, chosen in accordance with the provisions of this sentence mutatis mutandi. In the event that any arbitrator is not appointed in accordance with the preceding sentence, such arbitrator shall be nominated and appointed by the ICC Court. Any arbitrator nominated by the ICC Court

FIGURE 33(A)

shall be neutral and subject to disqualification for the reasons specified in the ICC Arbitration Rules.

(v) The language to be used in the arbitration shall be English; provided, that any party to the arbitration proceeding may submit testimony or documentary evidence in German, and shall, upon request of the other party to the arbitration proceeding, furnish a translation or interpretation into English of any such testimony or documentary evidence.

(vi) It is the mutual desire of the parties that the arbitration should be conducted from start to completion as expeditiously as possible. The parties mutually agree that any arbitrators nominated or appointed should undertake that they are prepared to act consistently with the parties' desire for expedition. The parties will attempt to complete the terms of reference within thirty (30) days of composition of the arbitral tribunal. The arbitral tribunal will attempt to complete pre-hearing proceedings and the hearing so as to enable them to submit their draft award to the ICC Court within 120 days of submission of the terms of reference. Failure of arbitrators to meet the foregoing schedule shall not deprive them of power to perform their task.

(vii) Any decision or award of the arbitral tribunal shall be a reasoned decision in writing, shall set forth in detail the facts of the Dispute and the reasons for the decision or award, and shall be final and binding upon the parties to the arbitration proceeding. The parties hereto hereby waive to the extent permitted by applicable law any rights to appeal or to review of such award by any court or tribunal, except as to a claim of fraud or corruption on the part of the arbitral tribunal or any member thereof. The parties hereto agree that the arbitral award may be enforced against the parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof. Each party hereto accepts and consents to the jurisdiction of the arbitral panel and, solely for purposes of enforcement of the arbitral award, any court having jurisdiction, and waives, in respect of both itself and its property, any defense it may have as to or based on sovereign immunity, lack of jurisdiction, improper venue or inconvenient forum. In the event that a party against which an arbitral award has been rendered fails or refuses to comply with the award within fourteen (14) days following the date on which the award is notified to it, the prevailing party or parties to the arbitration, the arbitrators or their respective attorney-in-fact may immediately proceed to request the judicial approval necessary for execution of the award before a competent court of the domicile of the party or parties against which the award has been rendered or before any other court where such party or parties or their assets and properties may be found.

(viii) Conformity to the legal rules of evidence shall not be required in the arbitration. At any oral hearing of evidence in connection with the arbitration, each party thereto or its legal counsel shall have the right to examine its witnesses and to cross-examine the witnesses of any opposing party. No evidence of any witness shall be presented in written form unless the opposing party or parties shall have the opportunity to cross-examine such witness, except as the parties to the Dispute otherwise agree in writing or except under extraordinary

FIGURE 33(B)

award is notified to it, the prevailing party or parties to the arbitration, the arbitrators or their respective attorneys-in-fact may immediately proceed to request the judicial approval necessary for execution of the award before a competent court of the domicile of the party or parties against which the award has been rendered or before any other court where such party or parties or their assets and properties may be found.

(M) Conformity to the legal rules of evidence shall not be required in the arbitration. At any oral hearing of evidence in connection with the arbitration, each party thereto or its legal counsel shall have the right to examine its witnesses and to cross-examine the witnesses of any opposing party. No evidence of any witness shall be presented in written form unless the opposing party or parties shall have the opportunity to cross-examine such witness, except as the parties to the Dispute otherwise agree in writing or except under extraordinary circumstances where the interests of justice require a different procedure.

(N) Each Customer using the Omnexus Marketplace irrevocably consents to the service of process, notices or other papers in connection with or in any way arising from the arbitration or the enforcement of any arbitral award, to the addresses set forth in its Customer registration. Each Supplier registered to conduct global transactions has irrevocably consented to such service of process, notices, or other papers by execution of an Omnexus Supplier Agreement. Nothing contained herein shall affect the right of any party to serve such processes, notices or other papers in any other manner permitted by applicable law.


(O) At the commencement of the arbitration proceedings, each party to the arbitration shall deposit with the ICC Court, in equal shares, an amount sufficient to cover all expenses and fees of the ICC Court and the arbitrators, which amount shall be determined by the ICC Court. All of the expenses that arise from the arbitral proceeding as well as the fees of the arbitrators shall be paid by the losing party or parties, if any, as determined by the arbitrators. Said losing party or parties shall reimburse the prevailing party or parties the amount deposited by the prevailing party or parties at the commencement of the arbitration or thereafter as required by the ICC Court. The parties shall bear individually the costs and fees of their respective counsel, irrespective of the outcome of the arbitration.

(P) Nothing contained in these provisions concerning the Centralized Dispute Procedure shall be construed as prohibiting the parties to such Dispute from agreeing upon an alternative procedure or forum for the resolution of any Dispute; provided, such agreement shall be embodied in a written instrument executed by each of the parties to such Dispute, including any Customer involved in the Dispute.

Omnexus Standard Supplier Agreement for Global Transactions - July 18, 2001

Omnexus Standard Agreement - as of 7/30/01

FIGURE 33(C)



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Click on the links below to view supplier specific Technical Disclaimers and Terms and Conditions documents. Click here for the [Omnexus Terms and Conditions](#).

Centralized Dispute Procedures
[Omnexus Centralized Dispute Procedures](#)


Technical Disclaimers

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[Bayer](#)
[Bioscience](#)
[Dow](#)
[DuPont](#)
[Eastman](#)
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FIGURE 34(A)

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The Global Plastics eMarketplace

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Important: While the descriptions, designs, data and information contained herein are presented in good faith and believed to be accurate, it is provided for your guidance only. Because many factors may affect processing or application use, we recommend that you make tests to determine the suitability of a product for your particular purpose prior to use.

NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE REGARDING PRODUCTS DESCRIBED OR DESIGNS, DATA OR INFORMATION SET FORTH, OR THAT THE PRODUCTS, DESIGNS, DATA OR INFORMATION MAY BE USED WITHOUT INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS. IN NO CASE SHALL THE DESCRIPTIONS, INFORMATION, DATA OR DESIGNS PROVIDED BE CONSIDERED A PART OF OUR TERMS AND CONDITIONS OF SALE.

Further, you expressly understand and agree that the descriptions, designs, data and information furnished by BASF hereunder are provided gratis and BASF assumes no obligation or liability for the description, designs, data and information given or results obtained, all such being given and accepted at your risk.

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FIGURE 34(B)

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All Suppliers >>> BASF

BASF Terms and Conditions

Select a country to view its specific terms and conditions

Albania	Greece	Poland
Andorra	Greenland	Portugal
Armenia	Hungary	Romania
Austria	Iceland	Russian Federation
Azerbaijani	Ireland	San Marino
Belarus	Israel	Slovak Republic
Belgium	Italy	Slovenia
Bosnia-Herzegovina	Kazakhstan	Spain
Bulgaria	Kyrgyzstan	Sweden
Croatia	Latvia	Switzerland
Czech Republic	Liechtenstein	Tadikistan
Denmark	Lithuania	Turkey
Estonia	Luxembourg	Turkmenistan
Faro Islands	Macaronesia	Ukraine
Finland	Malta	United Kingdom
France	Moldavia	United States
Georgia	Monaco	Uzbekistan
Germany	Netherlands	Vatican City
Gibraltar	Norway	Yugoslavia

FIGURE 34(C)



Omnexus.
The Global Plastics Marketplace

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All Suppliers >> BASF >> United States >> BASF Corporation

**BASF Corporation Terms and Conditions for United States
BASF CORPORATION
BASF PERFORMANCE COPOLYMERS, LLC
GENERAL TERMS AND CONDITIONS OF SALE (OMNEXUS)**

1. These Terms and Conditions of Sale are referred to below as the **Terms**, and each contract document that incorporates these Terms is referred to below as the **Contract**. Notwithstanding the aforementioned, if a prior extent agreement exists between Customer and Supplier directly related to the product(s) to be purchased in this transaction, the terms and conditions of such agreement shall apply. The product(s) referred to in the contract are referred to below as the **Products**. The Contract (together with any schedules, exhibits and other documents, including these Terms, expressly incorporated by reference in the Contract) contains the entire and exclusive agreement between the parties regarding the sale and purchase of the Products referenced in the Contract. Any provisions or conditions (including those contained in any purchase order or acknowledgment) which are in any way inconsistent with the terms of the Contract or (except for additional shipping instructions specifying quantities and delivery schedules) in addition to the Contract terms shall not be binding on either party. No waiver, alteration, or modification of the Contract terms shall be valid unless made in writing and signed by an authorized representative of each party. Acceptance by Customer of a shipment of Products after the inception of the period specified in the Contract, but before the Contract is signed or before Customer otherwise makes a definite and seasonable expression of acceptance, shall constitute acceptance of the terms of the Contract as to that shipment but shall not in itself constitute an acceptance of the final written expression of the Contract with respect to future quantities.

FIGURE 34(D)

2. Payment for the full amount of each invoice shall be made to Supplier, addressed as indicated on invoice, in United States currency. Unless otherwise agreed to in writing between Supplier and Customer, payment and delivery terms are net 30 days from time of invoice and FOB destination, respectively. Any warranty or other claim shall be made by written notice to Supplier, and not by offset or deduction from invoice. Acceptance by Supplier of bank draft, checks, or other media of payment is subject to immediate collection of the full face amount thereof. BASF encourages the use of electronic funds transfer where feasible.

3. If Customer is in breach of any of the terms and conditions of the Contract (including these Terms) or of any other contractual obligation in favor of Supplier, Supplier may choose to defer any or all further shipments or other performance under the Contract and any other contractual obligation until Customer cures its breach. In addition, without limiting any other legal remedies that may be available to Supplier, if Customer fails to cure its breach within 30 days after receipt of written notice from Supplier describing the breach, then all outstanding indebtedness of Customer to Supplier shall be immediately due and payable and Supplier may terminate the Contract and any other contractual obligation to Customer.

4. During each calendar month during the term of the Contract, Customer shall purchase and receive no less than 90% of 1/12th of the annual quantity estimate of Products set forth in the Contract, and Supplier shall be obligated to sell and deliver no more than 110% of 1/12th of such annual quantity estimate. If no estimated quantity is included, it is intended that Customer will order Products in approximately level quantities over the term, subject to normal seasonal fluctuations of which Supplier is made aware and has accepted. Supplier may require at least 30 day prior notice of quantities to be delivered during each calendar month.

In the event Customer purchases less than the above-stated minimum quantity of Products during any calendar month (for reasons other than those excused under Section 5 below), Supplier may, without limiting any other legal remedies that may be available to Supplier, reduce the quantity of Products Supplier is obligated to supply during each calendar month thereafter during the term to 110% of the lesser quantity actually purchased by Customer in that month.

FIGURE 34(E)

5. Failure of Supplier to make, or Customer to take, any one or more deliveries when due, if caused by (a) fire, storms, floods, strikes, lockout, accidents, war, riots, civil commotions, embargoes or similar circumstances, (b) any State or Federal regulation, law, or restriction, seizure or requisition of Products by the Government of the United States or of any state, or of any agency thereof or by reason of any compliance with a demand or request for such Products for any purpose for national defense, (c) inability to obtain at prices and on terms deemed (by the party so failing) to be practicable any required raw material, energy source, equipment, labor or transportation from that party's usual sources of supply, or (d) any other cause or contingency beyond the reasonable control of that party (whether or not of the same kind or nature as the causes or contingencies above enumerated), shall not subject the party so failing to any liability to the other. Quantities so affected may, at the option of either party, be eliminated from the Contract without liability, but the Contract shall remain otherwise unaffected.

6. In addition to the purchase price, Customer shall pay Supplier any and all government taxes and/or charges of every kind (excluding any tax based upon Supplier's income) that Supplier may be required to pay with respect to the production, processing, transportation, storage, delivery, and/or sale of Products, and with respect to any material(s) used in the manufacture of Products. Customer shall provide Supplier, on request, with properly completed exemption certificates for any tax from which Customer claims exemption.

7. Effective any time(s) during the term of the Contract, upon not less than 30 days prior written notice, Supplier may increase the price(s) for the Products. The price applicable to any order accepted under the Contract shall be the price in effect on the date of shipment. If Customer shall be able to purchase from an established manufacturer or manufacturers in the United States equivalent products of the same quality as the Products, of the same quantity, for the then remaining term and upon substantially the same terms and conditions as set forth in the Contract, at a delivered cost less than the then effective delivered cost under the Contract, and shall present satisfactory evidence thereof to Supplier, Supplier may either (a) meet such price, (b) permit Customer to purchase the Product from the alternate source during the period in which the lower price shall be in effect, or (c) terminate the Contract.

FIGURE 34(F)

8. Supplier will provide to Customer a Material Safety Data Sheet (MSDS) with respect to each of the Products, which sets forth information concerning the Products and describes certain precautions to be taken in the unloading, discharge, storage, handling and use of the Products. Customer will familiarize itself with all information and precautions disclosed in safety and health information, including but not limited to any MSDS, transmitted to Customer by Supplier at any time, and instruct its employees, agents, contractors and customers of any such information and precautions. Customer assumes full liability and responsibility for compliance with the referenced safety and health information, and with Federal, State, Municipal and local laws, ordinances and regulations governing unloading, discharge, storage, handling and use of the Products. Customer further agrees to defend and hold Supplier harmless against any claim, demand or cause of action for personal injury or property damage arising from or attributable to such unloading, discharge, storage, handling or use. This indemnity obligation shall survive expiration or termination of the Contract. Supplier assumes no liability for failure of discharge or unloading implements or materials used by Customer whether or not supplied by Supplier.

ANY TECHNICAL ADVICE FURNISHED OR RECOMMENDATION MADE BY SUPPLIER OR ANY REPRESENTATIVE THEREOF CONCERNING ANY USE OR APPLICATION OF THE PRODUCTS IS BELIEVED TO BE RELIABLE BUT SUPPLIER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO ITS ACCURACY OR COMPLETENESS OR OF THE RESULTS TO BE OBTAINED, WITH REGARD TO ANY PROCESSING OF THE PRODUCTS. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR QUALITY CONTROL, TESTING AND DETERMINATION OF SUITABILITY OF THE PRODUCTS FOR ITS INTENDED APPLICATION OR USE.

9. SUPPLIER MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, BY FACT OR LAW, OTHER THAN ITS OBLIGATION TO DELIVER PRODUCTS COMPLYING WITH SUPPLIER'S PUBLISHED SPECIFICATIONS (OR AS OTHERWISE REFERENCED IN THE CONTRACT) AND OTHER THAN SUPPLIER'S IMPLIED WARRANTIES OF TITLE, FREEDOM FROM ENCUMBRANCE, AND RIGHT TO TRANSFER SAME. SUPPLIER MAKES NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF MERCHANTABILITY OTHER THAN AS STATED HEREIN.

FIGURE 34(G)

10. SUPPLIER'S LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION ARISING OUT OF THE CONTRACT IS EXPRESSLY LIMITED TO REPLACEMENT OF NONCONFORMING PRODUCTS OR PAYMENT IN AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE SPECIFIC PRODUCTS FOR WHICH DAMAGES ARE CLAIMED, AT SUPPLIER'S OPTION. IN NO EVENT SHALL SUPPLIER BE LIABLE FOR ANY OTHER DAMAGES, INCLUDING INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

CUSTOMER SHALL INSPECT PRODUCTS SUPPLIED HEREUNDER IMMEDIATELY AFTER DELIVERY. CUSTOMER'S FAILURE TO GIVE NOTICE TO SUPPLIER OF ANY CLAIM WITHIN THIRTY (30) DAYS AFTER THE DATE OF DELIVERY SHALL CONSTITUTE UNQUALIFIED ACCEPTANCE OF SUCH PRODUCTS AND A WAIVER BY CUSTOMER OF ALL CLAIMS WITH RESPECT THERETO.

11. Since Supplier has no control over Customer's (or others') use, disposition, subsequent processing, admixture, or reaction of the Products with other products, chemicals or materials, Customer assumes the entire responsibility therefor, and agrees to hold Supplier harmless from any claim, demand, or cause of action (by Customer and/or others) arising therefrom, including, but not limited to, damages for infringement of any patents on processes practiced by Customer or patents on products made by Customer. Supplier warrants that the process or processes of manufacture of the Products and the Products themselves do not infringe any U.S. patents. The foregoing provisions shall survive expiration or termination of the Contract.

12. In the event of Supplier's inability, for any reason, to supply the quantities of Products contemplated by the Contract, Supplier may allocate its available supply among its purchasers, including departments and divisions of Supplier, on such basis as Supplier may deem fair and practical without liability to Customer for any failure of performance which may result therefrom.

13. If at any time the financial responsibility of Customer, or the credit risk involved, shall become unsatisfactory to Supplier, Supplier may require cash or satisfactory security upon subsequent shipments or deliveries hereunder. The election by Supplier to require such cash or security shall not impair the obligation of Customer to take and pay for the contracted materials. Customer agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Supplier in the collection of any sum payable by Customer to Supplier.

FIGURE 34(H)

14. The Contract shall bind and inure to the benefit of the successors and assigns of the respective parties.
15. The Contract shall take effect and be construed in accordance with the laws (excluding conflicts of laws) of the State of New Jersey. Failure of either party to exercise its rights under the Contract upon one occasion shall not waive its rights to exercise the same on another occasion. Nothing in the Contract shall be construed as creating any direct or beneficial right in or on behalf of any third party.

FIGURE 34(I)

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Home | Products | Suppliers | About Us | Help

The order process provides product order functionality to customers and suppliers through the Omnexus marketplace. Please read the supplier specific Terms and Conditions before placing orders through the marketplace.

The Omnexus Marketplace for Buyers will be accessed through a normal web interface starting on April 30th, 2001. Marketplace suppliers will continue to access the Marketplace through a Java Applet. Downloading the 4 MB Java Applet will take approximately 20 minutes using a modem at 33.6 Kbps, and is designed to work in both Netscape and Microsoft Internet Explorer browsers versions 4.0+.

Omnexus Marketplace - Buyers
To enter the Marketplace, click the button to the right. Click here to view a demonstration of our new ordering process, or contact us for a live demonstration.

Omnexus Marketplace - Suppliers
To enter the Marketplace, click the button to the right. A Java Applet will be downloaded and run on your computer. This could take up to 20 minutes if you are using a 33.6Kbps modem to access the Marketplace.

BUYERS

SUPPLIERS

FIGURE 35

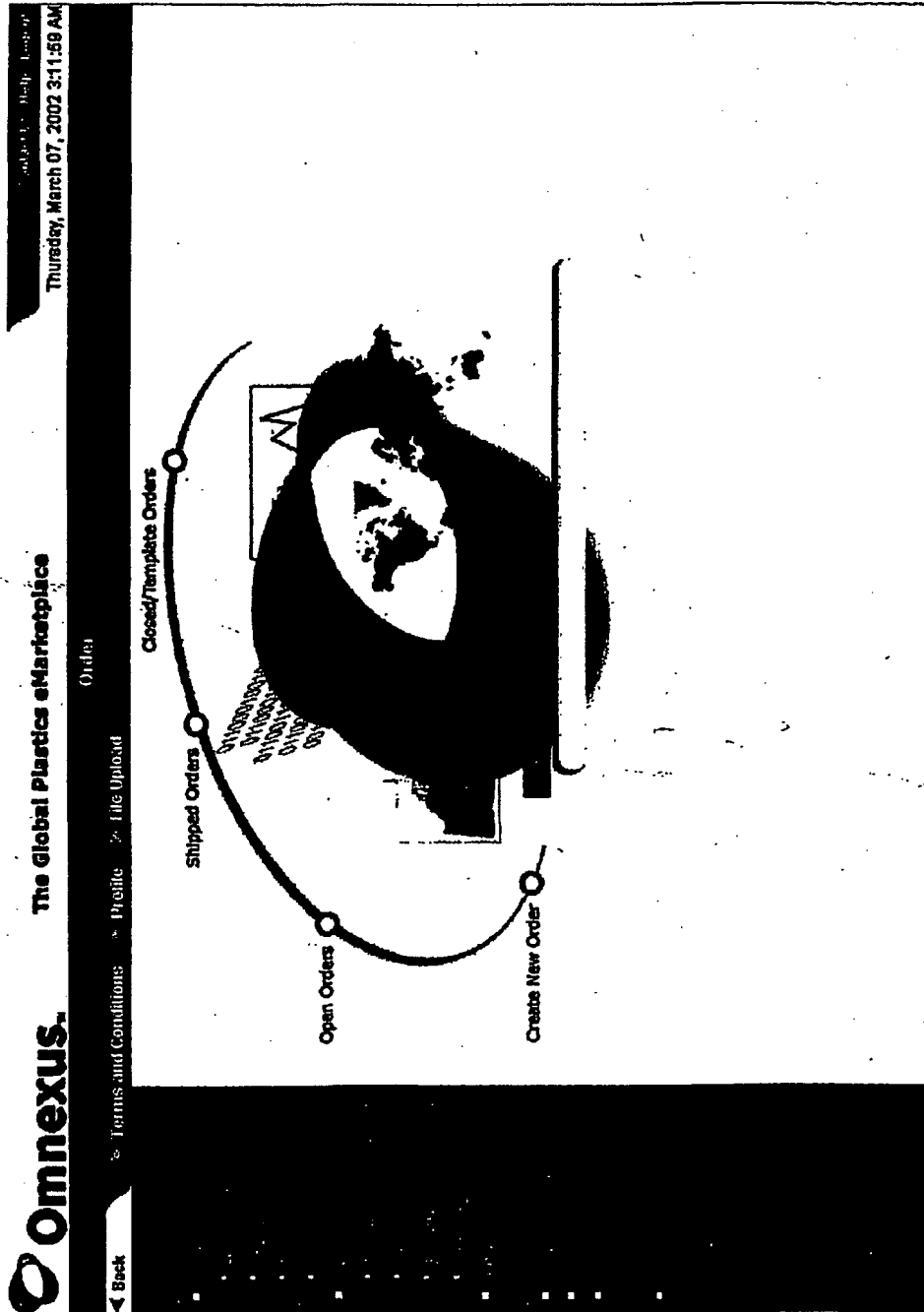


FIGURE 36(A)

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Thursday, March 07, 2002 3:14:27 AM

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Order

1 Initiate Purchase Order

Order 20028

☒ **1 Initiate PO** ✓
☐ 2
☐ 3
☐ 4
☐ 5
☐

To: **Buyer PO Number - Entire Order**
 Buyer PO:

Order Automation - Entire Order
☐ Auto Accept ☐ Auto Submit

Buyer Ship-to Address - Entire Order
 Ship To:

Buyer Preferred Currency - Entire Order
 Preferred Currency:

FIGURE 36(B)

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2 Add Items

Order 20028
PO1

Catalog

Supplier ☒ Current category [Advanced Search](#)

[Catalog Home](#) > [resins](#)

▶ ABS	▶ PELD
▶ ABS+PA	▶ PES
▶ ABS+TPU	▶ PET
▶ ASA	▶ PMMA
▶ LCP	▶ POM
▶ MABS	▶ PP
▶ PA7	▶ PPS
▶ PA6	▶ PS
▶ PA612	▶ PS-HI
▶ PA66	▶ PS-SY
▶ PA66S	▶ PSU
	▶ PVC

FIGURE 36(C)

Omnexus.		The Global Plastics eMarketplace		Thursday, March 07, 2002 3:21:29 AM	
Back	Terms and Conditions	Products	File Upload	Order	
(2) Add Items Order 20028 PO1					
Catalog <input type="checkbox"/> Supplier <input type="text" value="All"/> <input type="checkbox"/> Found 10 items		<input type="radio"/> Entire Catalog <input checked="" type="radio"/> Current category Advanced Search			
Catalog Items > resins > Zytel® > 101F					
Zytel® 101F BK8009 Black, 1653 lb. Box Buyer Part Number: No Entry Found. Supplier: DuPont EP - US Supplier SKU: D11109682 Minimum Quantity: 1,653 (lb)		Lead Days: 0 Product Name: Zytel® 101F BK8009 Black, 1653 lb. Box Product Family: PA66 Manufacturer: DuPont Engineering Polymers Color: BLACK Omnexus Standard Color: BLACK Detailed Package Description: 1653 LB BOX Omnexus Standard Package: BOX General Description: Zytel® 101F BK8009 is an internally lubricated PA 66 resin ...			
Supplier Details 1 		Requested Del. Date: Mar 9, 2002 Buyer PO #: P01 Qty(lbs): 20000			
		<input type="checkbox"/> +/- 10% for quantity tolerance			

FIGURE 36(D)




Zytel® 101F BK8009 Black, 1653 lb. Bag Buyer Part Number: No Entry Found. Supplier: PolyOne Distribution Supplier SKU: 101F8K8009CT Minimum Quantity: 1,653 (lbs)	Supplier Details 1 	Requested Del. Date: Mar 7, 2002 Buyer PO #: PO1 Qty (lbs): 1	Lead Days: 10 Product Name: Zytel® 101F BK8009 Black, 1653 lb. Bag Product Family: PA66 Manufacturer: DuPont Engineering Polymers Color: BLACK OmneXus Standard Package: BOX General Description: Zytel® 101F BK8009 is an internally lubricated PA 66 resin ... <input type="checkbox"/> +/- 10% for quantity tolerance
Zytel® 101F BK8009 Black, 55.1 lb. Bag Buyer Part Number: No Entry Found. Supplier: PolyOne Distribution Supplier SKU: 101F8K8009BG Minimum Quantity: 155 (lbs)	Supplier Details 1 	Requested Del. Date: Mar 7, 2002 Buyer PO #: PO1 Qty (lbs): 1	Lead Days: 10 Product Name: Zytel® 101F BK8009 Black, 55.1 lb. Bag Product Family: PA66 Manufacturer: DuPont Engineering Polymers Color: BLACK OmneXus Standard Package: BAG General Description: Zytel® 101F BK8009 is an internally lubricated PA 66... <input type="checkbox"/> +/- 10% for quantity tolerance
Zytel® 101F BK8009 Black, 55.1 lb. Bag Buyer Part Number: No Entry Found. Supplier: DuPont EP - US Supplier SKU: D10788993 Minimum Quantity: 12,204 (lbs)	Supplier Details 1 	Requested Del. Date: Mar 7, 2002 Buyer PO #: PO1 Qty (lbs): 1	Lead Days: 10 Product Name: Zytel® 101F BK8009 Black, 55.1 lb. Bag Product Family: PA66 Manufacturer: DuPont Engineering Polymers Color: BLACK OmneXus Standard Package: BAG General Description: Zytel® 101F BK8009 is an internally lubricated PA 66... <input type="checkbox"/> +/- 10% for quantity tolerance

FIGURE 36(E)

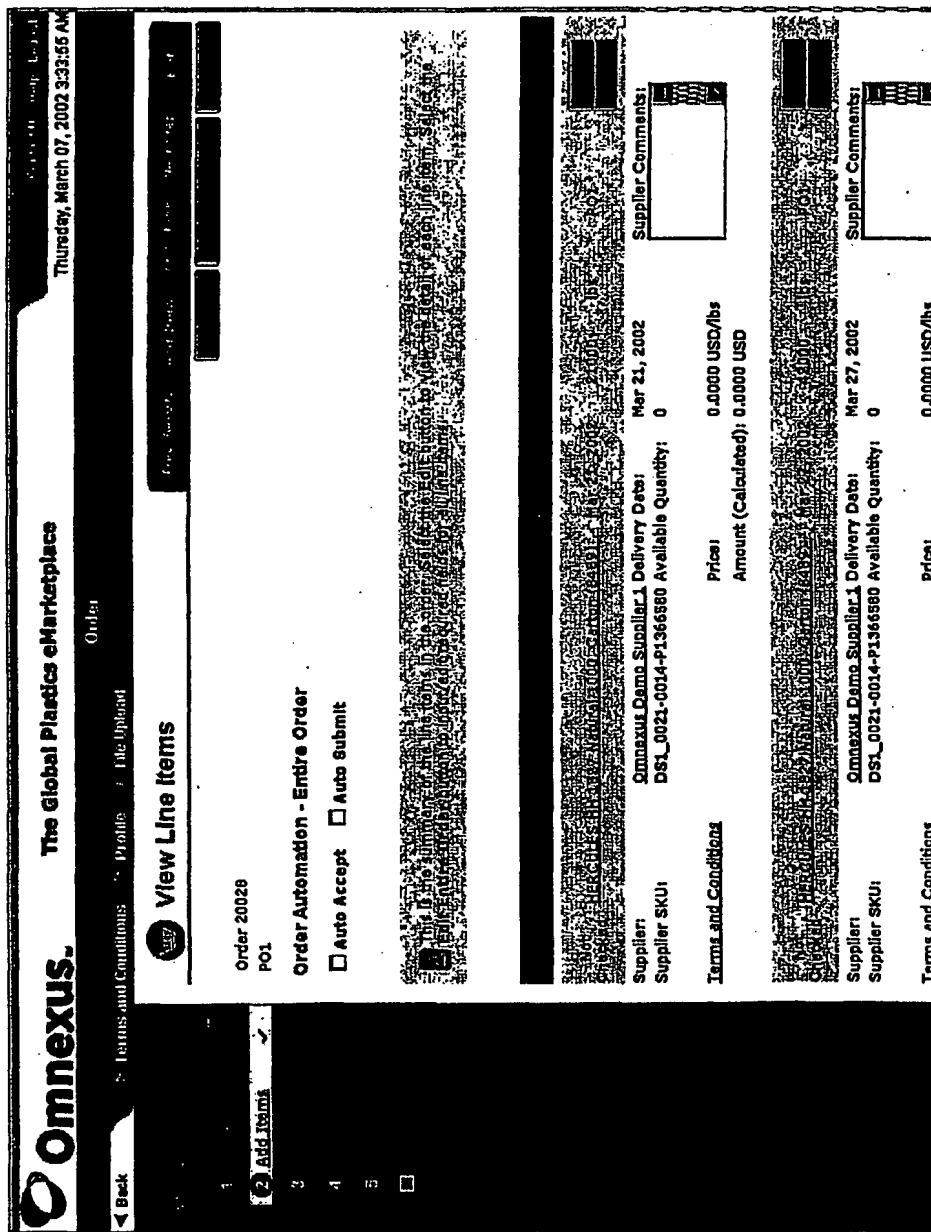


FIGURE 36(F)

Omnexus. The Global Plastics eMarketplace

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Order

Terms and Conditions Profile File Upload

6 1-Step Summary

Order 20028
PO1

Buyer PO Number - Entire Order
Buyer PO: PO1

Order Automation - Entire Order
☐ Auto Accept ☐ Auto Submit

Line Items

Add Items

Supplier: Omnexus Demo Supplier
Supplier SKU: DSI_0021-0014-P1366580
Delivery Date: Mar 21, 2002
Available Quantity: 0

Supplier Comments:

Terms and Conditions

Price: 0.0000 USD/lbs
Amount (Calculated): 0.0000 USD

FIGURE 36(G)

Status:		Line Items Pending: 0	Responses Received: 0
		Line Items Resubmitted: 0	Total Items: 2
		Line Items Proceed: 0	

Shipping Address	
Ship To:	225 Peachtree St.
	Atlanta GA 30303
	UNITED STATES
Business Unit: BDM01111-Demo Buyer	
Attention:	Demo Buyer
DUNS#:	na
Dept. Loc:	BDMO
Phone:	na
Fax:	na
E-mail:	testing@omnexus.com

Billing Address	
Bill To:	225 Appletree St.
	Atlanta GA 30303
	US
Business Unit: BDM01111-Demo Buyer	
Attention:	Demo Buyer - Appletree
DUNS#:	12-345-6798
Dept. Loc:	BDMO
Phone:	888-888-8888
Fax:	
E-mail:	

Payment Method	
No payment method indicated - NA	

Internal Order Notes	
Notes:	

Order Total: 0.0000 USD	
--------------------------------	--

FIGURE 36(H)

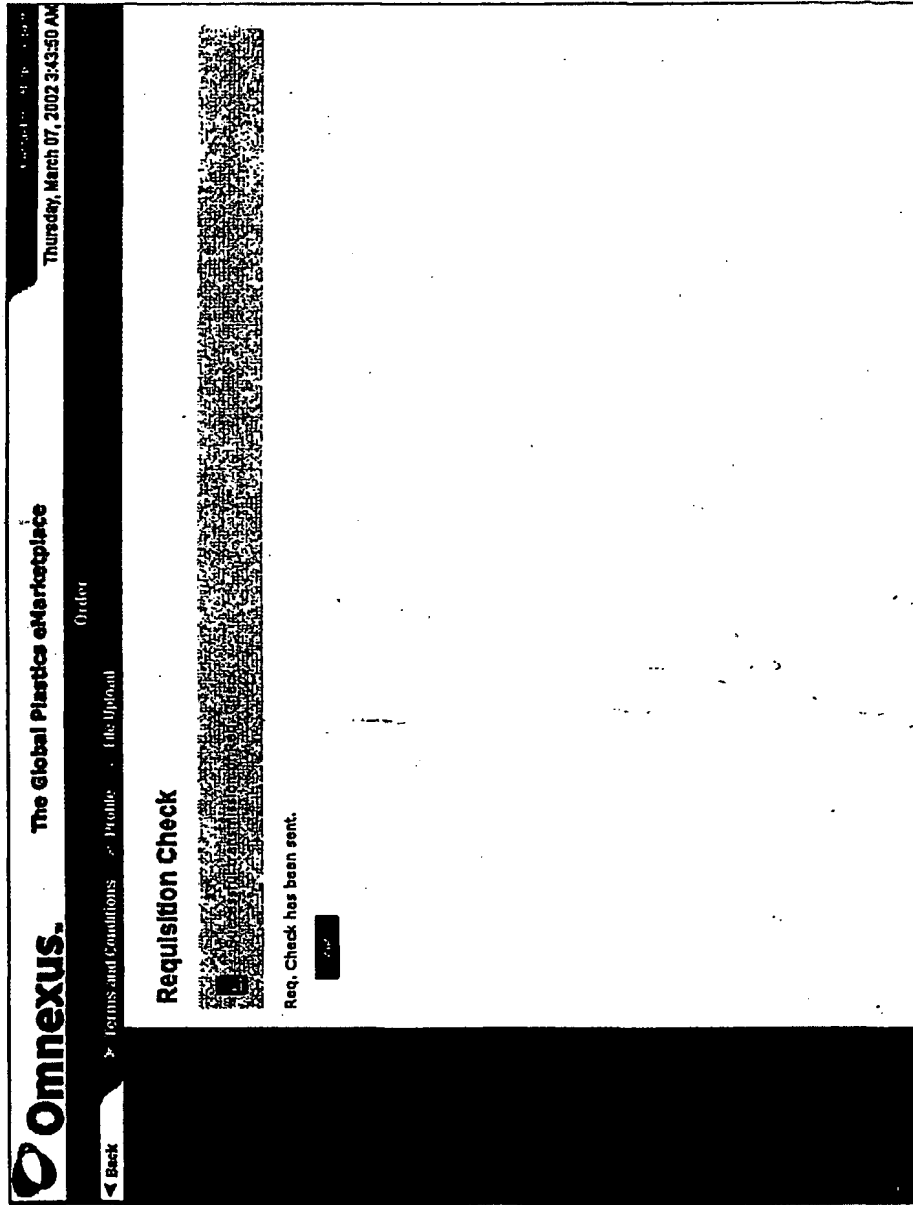



FIGURE 37

[illegible]

FIGURE 38


Omnexus.

The Global Plastics eMarketplace

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Terms and Conditions/Disclaimers

To review, print or download your complete order before you process it. Choose **Accept Terms and Conditions**. Review Order below, print the one page summary of your order, click on the **Terms and Conditions** link on the summary and print the supplier's terms and conditions accessed by that link.

Please read the following Terms and Conditions statement and select the appropriate button:
 Click **Accept Terms and Conditions**, Review Order to accept the following terms and conditions and review the details of your order before processing it or click **Accept Terms and Conditions**, Skip Order Review to accept the following terms and conditions and proceed directly to submit your order.

In general, you are accepting:
 - The OMNEXUS terms and conditions for use of the marketplace
 - The supplier's technical disclaimer (for the use of technical data on this site)

For each product ordered, you are accepting each of the following which applies:

1. Terms and conditions previously agreed to between you and the supplier in, for example, a master agreement.
2. Any terms and conditions specifically agreed to by you and the supplier in the processing of this order (for example, in the supplier comments for your order).
3. The supplier's general terms and conditions for the country where the product will be delivered (as modified by items in Sections 1 or 2 above).

FIGURE 39(A)

UNIX Marketplace - Microsoft Internet Explorer

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1 2 Add Items 3 4 5

View Line Items

Order 20125

Order Automation - Entire Order

☐ Auto Accept ☐ Auto Submit

Supplier: DuPont BP - UK
Supplier SKU: D1078696
Delivery Date: Mar 8, 2002
Available Quantity: 0
Price: 0.0000 EUR/Kg
Amount (Calculated): 0.0000 EUR

Supplier Comments:

Supplier: Distrucoll Ltd
Supplier SKU: Z7037
Delivery Date: Mar 8, 2002
Available Quantity: 0
Price: 0.0000 EUR/Kg
Amount (Calculated): 0.0000 EUR

Supplier Comments:

FIGURE 39(B)

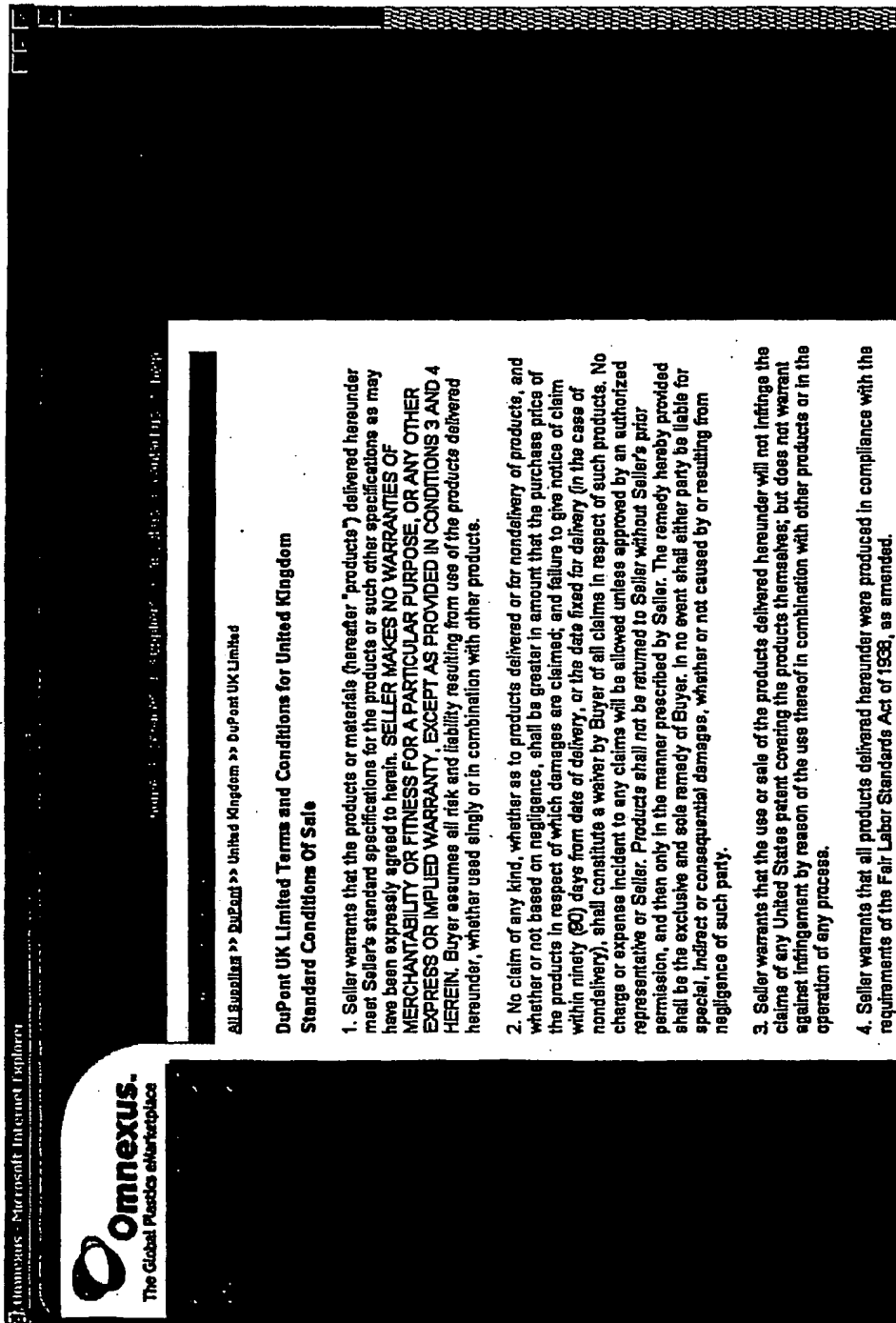


FIGURE 39(C)

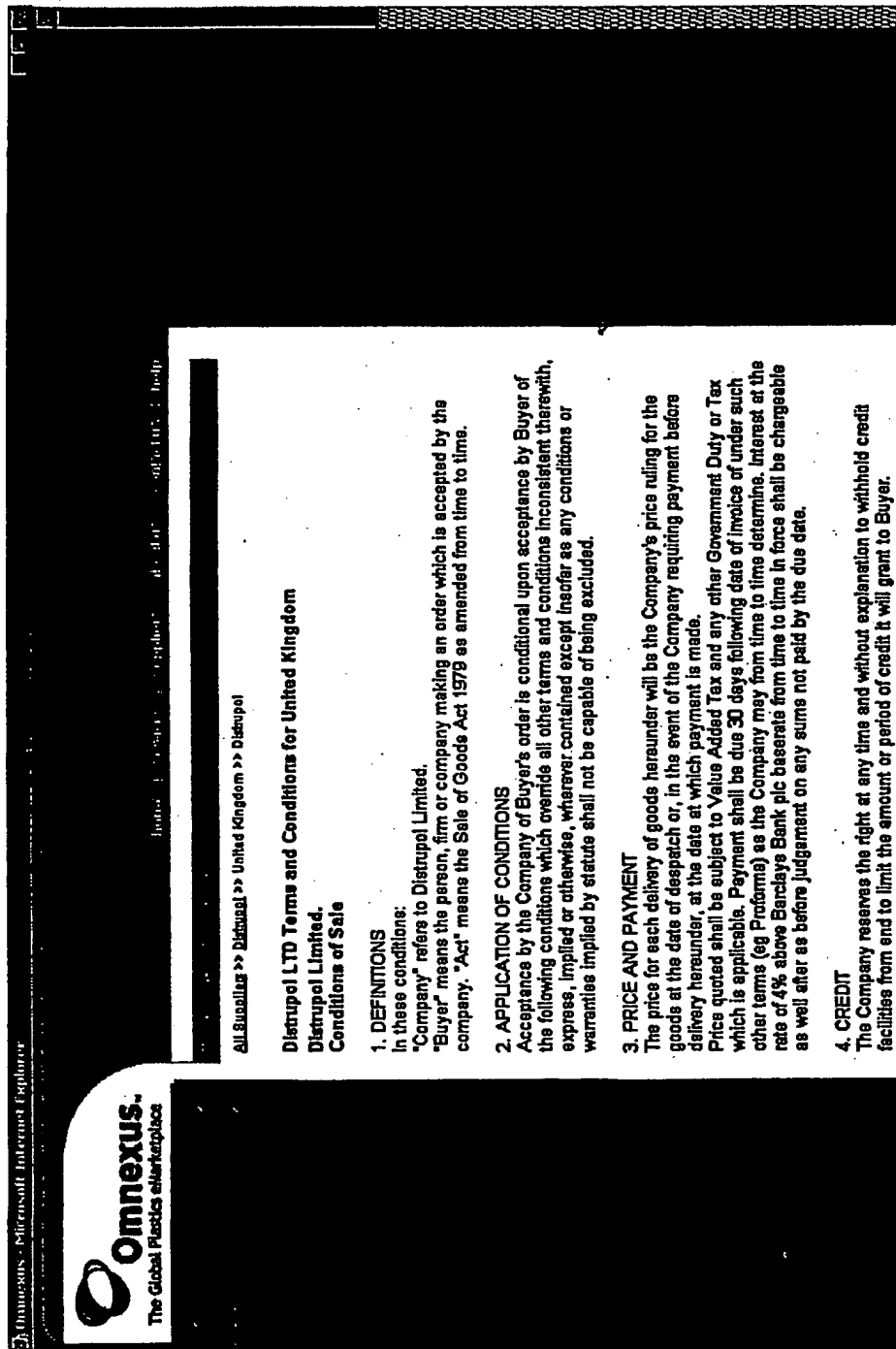


FIGURE 39(D)

Omnexus.

The Global Plastics eMarketplace

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Order

6 confirm order

1

2

3

4

5


Summary

Approval Code:

Submit

Cancel

FIGURE 40



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My Account

Order

Open Orders

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Search

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Orders in progress: 40

20028	Demo BYR2	Mar 7, 2002	Submitted - Accepted	PO1	630,000.0000 CAD
19363	Demo BYR2	Feb 21, 2002	Submitted - Accepted	Insurance PX	56,000.0000 CAD
19340	Demo BYR2	Feb 21, 2002	Composing - Ready to Order	Insurance PX	29,000.0000 CAD
19301	Demo BYR2	Feb 21, 2002	Submitted - Accepted	test2	14,000.0000 CAD
19277	Demo BYR2	Feb 20, 2002	Submitted - Accepted	Insurance PX	56,000.0000 CAD

FIGURE 41(A)

The Global Plastics eMarketplace

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Order

Order: 20028 - PO1

PO Status: Submitted - Accepted

Back to Open Orders

Order

Buyer PO Number - Entire Order
Buyer PO/PO1

Line Items

Supplier Comments:
This is a auto OrderResponse

Date Changed:
Price:
Amount (Calculated): 210,000.0000 CAD /lbs

Supplier: Omnexus Demo Supplier 1
Supplier SKU: DSL_0021-0014-P1366590
Supplier Sales Order: 20028

Terms and Conditions

Supplier Comments:
This is a auto OrderResponse

Date Changed:
Price:
Amount (Calculated): 420,000.0000 CAD /lbs

Supplier: Omnexus Demo Supplier 1
Supplier SKU: DSL_0021-0014-P1366590
Supplier Sales Order: 20028

Terms and Conditions

Show All

40

FIGURE 41(B)

Omnexus.

The Global Plastics eMarketplace

Thursday, March 07, 2002 4:08:03 AM

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Terms and Conditions

Profile

File Upload

Order

File Upload

Please select file:


C:\Orders\upload

Upload File

FIGURE 42

[illegible]

FIGURE 43(A)



The Global Plastics eMarketplace

Thursday, March 07, 2002 4:35:27 AM

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Terms and Conditions

Profile

Order

Life Upgrade

One Step Order Process


This is a summary of your order. You can change any information on this page.

Order Automation - Entire Order

☐ Auto Accept ☐ Auto Submit

1	Not Checked	VULCAN 285 Natural 1000, Carton (1769)	Mar 21, 2002	10	21000	<input type="checkbox"/>	lbs	PO1	DSL_0021-0014-H279
2	Not Checked	VULCAN 285 Natural 1000, Carton (1769)	Mar 27, 2002	10	42000	<input type="checkbox"/>	lbs	PO1	DSL_0021-0014-H279

FIGURE 43(B)

Omnexus.

The Global Plastics eMarketplace

Thursday, March 07, 2002 4:38:51 AM

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[Order](#)

Order: 20044 - Integration PX

PO Status: Composing - Not Active

[Back to Open Orders](#)

Order

Buyer PO Number - Entire Order

Buyer PO:

Order Automation - Entire Order

☐ Auto Accept
 ☒ Auto Submit

Line Items

Add Items

Supplier: Omnexus Demo Supplier 1

Supplier SKU: DSA_0021-0024-H279

Delivery Date: Mar 21, 2002

Available Quantity: 0


Supplier Comments:

Terms and Conditions

Price: 10.0000 CAD/lbs

Amount (Calculated): 210,000.0000 CAD

FIGURE 43(C)


Omnexus.

The Global Plastics eMarketplace

Thursday, March 07, 2002 4:3:12 AM

[Back](#)
[Terms and Conditions](#)
[Profile](#)
[Life Update](#)
[Order](#)

Terms and Conditions/Disclaimers

Please read the following terms and conditions before placing an order. By placing an order, you are accepting these terms and conditions.

You have selected the Auto Submit option which means that your order will be submitted to supplier(s) automatically if ordered terms are available. Click Accept Terms and Conditions to accept the following terms and conditions and authorize that your order will be automatically submitted:

In general, you are accepting:

- The Omnexus terms and conditions for use of the marketplace
- The supplier's technical disclaimer (for the use of technical data on this site)

For each product ordered, you are accepting each of the following which applies:

1. Terms and conditions previously agreed to between you and the supplier in, for example, a master agreement.
2. Any terms and conditions specifically agreed to by you and the supplier in the processing of this order (for example, in the supplier comments for your order).
3. The supplier's general terms and conditions for the country where the product will be delivered (as modified by items in Sections 1 or 2 above).

FIGURE 43(D)

[illegible]

FIGURE 43(E)

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Composing 31

Terms and Conditions

Order

Order: 20044 - Integration PX

PO Status: Submitted - Accepted

Back to Open Orders

Order

Buyer PO Number - Entire Order

Buyer PO: Integration PX

Line Items

Add Items

Supplier: Omnexus Demo Supplier 1

Supplier SKU: DS1_0021-0014-H279

Supplier Sales Order: 20044

Supplier Comments: This is a auto Order response

Terms and Conditions

Date Changed:

Price: 10.0000 CAD/lbs

Amount (Calculated): 210,000.0000 CAD

Supplier: Omnexus Demo Supplier 1

Supplier SKU: DS1_0021-0014-H279

Supplier Sales Order: 20044

Supplier Comments: This is a auto Order response

Terms and Conditions

Date Changed:

Price: 10.0000 CAD/lbs

Amount (Calculated): 420,000.0000 CAD

FIGURE 43(F)

Omnexus.

The Global Plastics eMarketplace

Thursday, March 07, 2002 4:50:50 AM

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Home and Conditions

Profile

File Upload

Order

Submitted - Changed

Click on orders you wish to edit or delete.
You can also click on the status icon to see details.

Search

Orders In progress: 2

Items

Changed 2

	18041	Demo Byr2	Jan 31, 2002	Submitted - Changed	test	40,327.6000 USD


FIGURE 44(A)

Supplier	Supplier SKU:	Terms and Conditions	Date Changed	Shipped Quantity	Price	Amount (Calculated)	Supplier Comments
Omnexus Demo Supplier_1 DSL_0021-0014-P1366580			Feb 13, 2002	20,000	1.4300 USD/lbs	28,600.0000 USD	
Omnexus Demo Supplier_1 DSL_0021-0014-H279			Feb 13, 2002	12,000	1.2340 USD/lbs	1,727.6000 USD	
Omnexus Demo Supplier_1 DSL_P0050M2			Feb 13, 2002	10,000	1.0000 USD/lbs	10,000.0000 USD	

Responses Received: 3
Total Items: 3

Order Total: 40,327.6000 USD

FIGURE 44(B)


Omnexus.

The Global Plastics eMarketplace

Thursday, March 07, 2002 4:58:11 AM

[Back](#)
[Terms and Conditions](#)
[Profile](#)
[Help Topics](#)

Order

Shipped Orders

You have 2 orders awaiting shipment or reshipment.

Order ID	Customer	Order Date	Status	Amount
180435	Demo Byr2	Jan 31, 2002	Partially Shipped	23,177.6000 USD
180435	Demo Byr2	Jan 31, 2002	Partially Shipped	23,177.6000 USD

[Search](#)

FIGURE 45

Omnexus.
The Global Practice Marketplace

Friday, March 01, 2002 2:28:31 PM

Home and Company > Profile

Order 14153

1 Initiate Order

2

Buyer PO Number - Entire Order

Buyer PO:

Order Processing Options (please choose one)

☐ Price and Availability only

☐ Accept All Suppliers' Responses and Create Order

☐ Create Order only on Exact Match

Buyer Ship-to Address - Entire Order

Ship To:

Buyer Bill-to Address - Entire Order

Bill To:

FIGURE 46

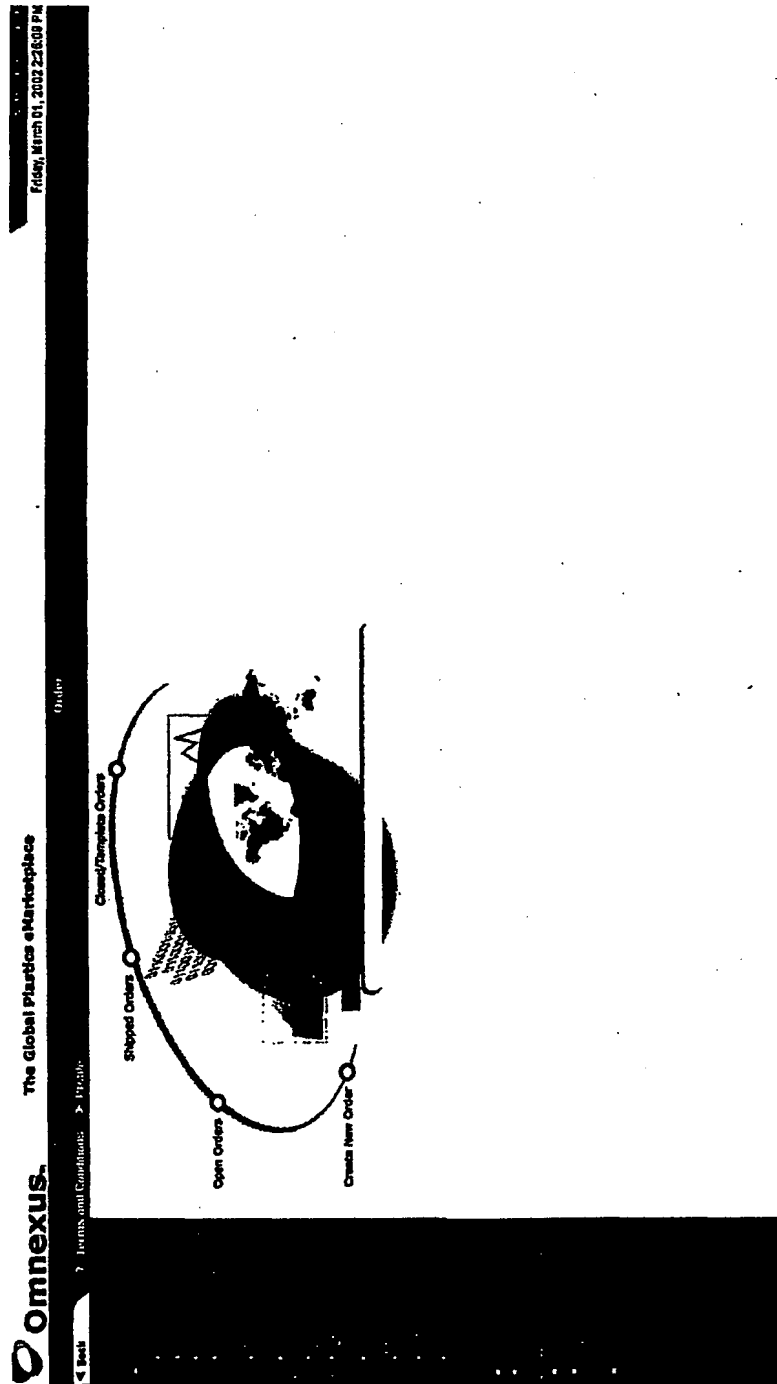



FIGURE 47

[Invoices](#)
[Account admin](#)
[Customer service](#)
[Help](#)
[Log out](#)


[Pay invoices](#)

[home](#) > [biller invoices](#)

Biller Invoices

Today is 04/16/2001. Payments scheduled today can be settled on or after 04/20/2001.

Click on the column heading to sort the invoices by that column.

Please click on a Biller's logo to view your invoices.

	Via Omnicore	02/16/2001	3	\$45,310.55
	Via Omnicore	02/16/2001	2	\$4,822.18

Invoices awaiting your approval

(2)



[Unpaid invoices report](#) | [Paid invoices report](#)

[Invoices](#) | [account admin](#) | [customer service](#) | [help](#) | [log out](#)

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FIGURE 48(A)

[Invoices](#)
[Account admin](#)
[Customer service](#)
[Help](#)
[Log out](#)

[home](#) > [bills/invoices](#) > [in basket](#)

Billing Company Name in basket

	06/28/2004	820315	220008	01/18/2001	\$19,324.87
<input type="checkbox"/> IN BASKET (0)					
<input type="checkbox"/> CREDIT MEMOS (1)					
<input type="checkbox"/> FILED INVOICES (0)					
<input type="checkbox"/> SCHEDULED PAYMENTS (2)					
<input type="checkbox"/> AWAITING APPROVAL (0)					
<input type="checkbox"/> PAID INVOICES (0)					
<input type="checkbox"/> INFORMATIONAL DOCUMENTS (0)					

[Select All](#) | [Basket All](#)

You have 1 credit memo totaling \$800.05 available.

Click the column heading to sort the invoices by that column, or click the invoice number to view the invoice detail. Select the invoice(s) you wish to schedule for payment, file or export.

[Unpaid Invoices report](#)

[Invoices / account admin](#) | [customer service](#) | [help](#) | [log out](#)

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FIGURE 48(B)

Invoice	Account admin	Customer service	Help	Log out
Billing Zone				
Home > Billing Invoices > Invoices > Invoice detail				
Invoice Number	Invoice Date	Customer PO Number	Order Date	CT Order Number
803879	01/18/2001	30637	01/18/2001	693470
Shipped Date: 01/08/2001				
SOLD TO: 33				
Payer Company 8				
620 Liberty Ave				
Suite 19-2				
Pittsburgh PA 15222				
USA				
BILL TO: 8				
Bill to Company				
16055 Waverly Ave				
PO Box 2238				
Alliance OH 44601				
USA				
SHIPPED TO: 11				
Ship to Company				
One Mauro Ave				
Knox PA 16232				
USA				
Please remember that BillingZone will timeout after 15 minutes.				
Ship Via	Carrier	Trailer #	Salesperson	Trade Area
TL	DUPO	94020	3113	19
Prepaid/Collected		BOL#	F.O.B.	
P		693470		MT. POCONO, PA.
Product A				
000001	R19 6-14 x 16 x 63 KFT	BT	76	76
	Product A	BF	6,812.80	6,812.80
Product B				
000003	R20 10 x 16 x 48 KFT	BT	265	265
	Product B	BF	15,199.05	15,199.05
Show Special: F081 - 76				
(000.00)				

FIGURE 48(C)

Invoices	Amount added	Customer service	Folio	Log out
Billing Zone				Omnexus

Home > Billing Invoices > In basket > select the invoice amount > payment adjustment

Invoice 803808 payment adjustment

R10 6-14 x 15 x 03 KOT	\$1,241.23	90.00	\$1,341.23	Adjusted amount
Subtotal				
R20 10 x 15 x 08 KOT	\$6,431.22	90.00	\$6,431.22	Adjusted amount
Subtotal				
Prepaid Freight	\$931.29	90.00	\$931.29	Adjusted amount
Total Invoice Payment Amount				

Adjusted summary invoice amount	Adjusted summary invoice amount
Subtotal credit to summary invoice amount	Subtotal credit to summary invoice amount

Invoice amount	\$12,470.29
Line item adjustments	\$0.00
Summary invoice adjustments	\$0.00
Subtotal	\$12,470.29
Total invoice payment amount	\$12,470.29

Invoices | Account Admin | Customer Service | Help | Log Out

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Immediate notice! Abuse seller | Abuse buyer | Abuse policy

FIGURE 48(D)

Invoice#	Account address	Customer service	Billing	Log out
Billing.com		Omniplex		

Home > Biller Invoices > Invoices > Select a Invoice Payment > Payment Adjustment > Adjust amount

Adjust amount for line item

R19 6-1/4 x 15 x 93 NFI Item amount: \$1,341.53

		- Select adjustment reason

Comment

To add or subtract from the invoice amount, enter the amount and select Overpay or Deficit.

To specify an exact payment amount, enter that amount and select Pay exactly.


LEARN MORE

Invoice | Account Admin | System Admin | Help | Log out

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 Invoicing Software | Software Sales | Customer Support

FIGURE 48(E)

[Invoices](#)
[Account admin](#)
[Customer service](#)
[Help](#)
[Log out](#)


[home](#) > [Billing Invoices](#) > [In basket](#) > [schedule invoice payment](#)

Schedule Invoice payment

The scheduled payment date defaults to the earliest due date of the selected invoices.

[Learn more...](#)

05/28/2001

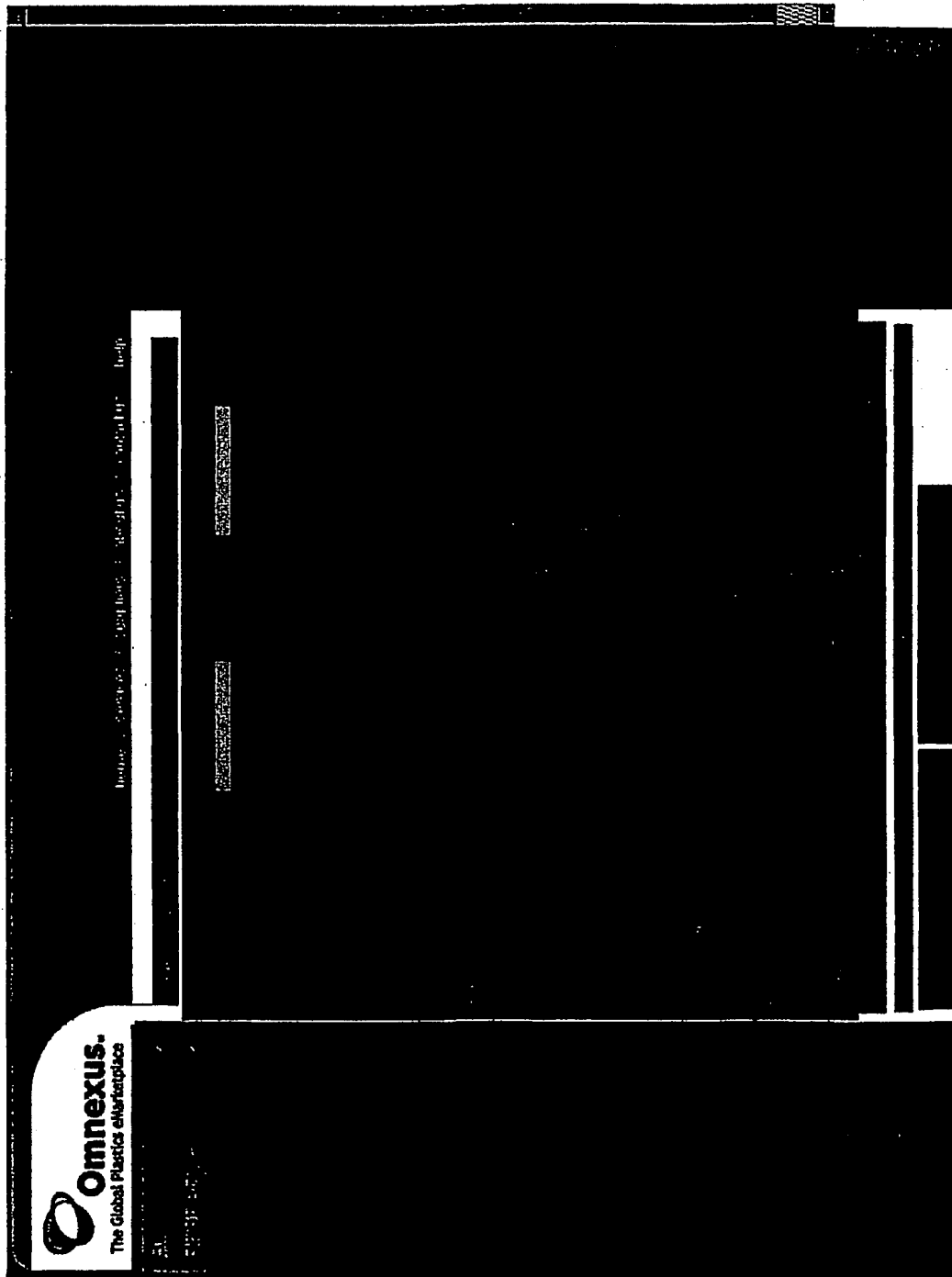
Discount date:	05/25/2001	Edit amount
Due date:	05/28/2001	Edit sort allocation center
Invoice amount:	\$12,479.55	

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FIGURE 48(F)

FIGURE 49



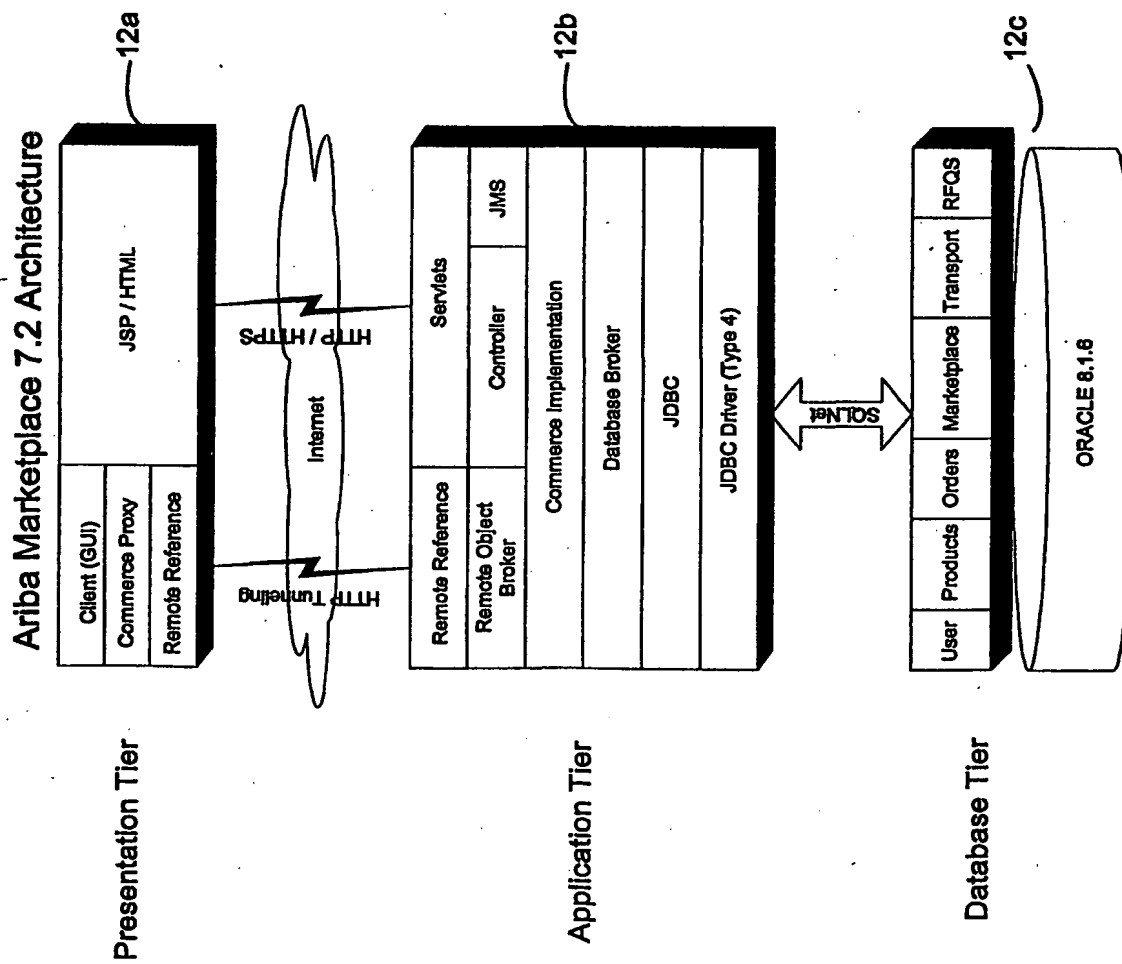


FIGURE 50(A)

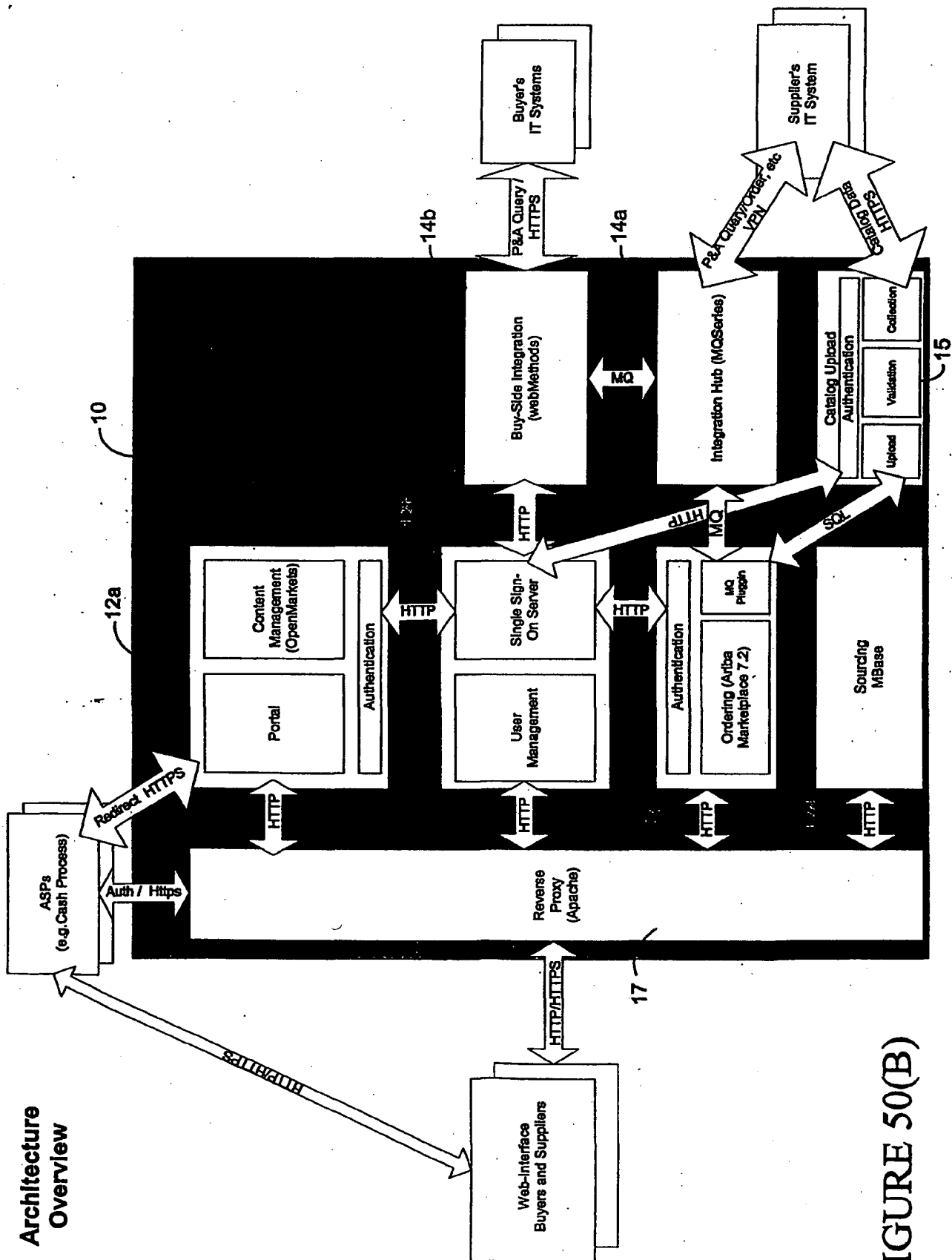


FIGURE 50(B)